DECISION

Fair Work Act 2009
s.185 - Application for approval of a single-enterprise agreement

Catholic Education Office
(AG2014/1592)

CATHOLIC SCHOOLS (NORTHERN TERRITORY) COLLECTIVE ENTERPRISE AGREEMENT 2014

Northern Territory

COMMISSIONER STEEL

ADELAIDE, 28 AUGUST 2014

Application for approval of the Catholic Schools (Northern Territory) Collective Enterprise Agreement 2014.

[1] An application has been made for approval of an enterprise agreement known as the Catholic Schools (Northern Territory) Collective Enterprise Agreement 2014 (the Agreement). The application was made pursuant to s.185 of the Fair Work Act 2009 (the Act). The Agreement is a single-enterprise agreement.

[2] I am satisfied that each of the requirements of ss. 186, 187 and 188 of the Act as are relevant to this application for approval have been met.

[3] The Independent Education Union of Australia, the Australian Nursing and Midwifery Federation, United Voice and the Shop, Distributive and Allied Employees Association being a bargaining representatives for the Agreement, have given notice under s.183 of the Act that they wants the Agreement to cover them. As required by s.201(2) of the Act I note that the Agreement covers those organisations.

[4] Pursuant to s.190 of the Act the parties have provided undertakings in relation to the operation of various clauses of the Agreement. In accordance with s.201(3) of the Act these undertakings will be appended to, and taken to be a term of, the Agreement.
The Agreement is approved. In accordance with s.54(1) of the Act it will operate from 4 September 2014. The nominal expiry date of the Agreement is 3 March 2017.

COMMISSIONER

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## Subject Matter

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PART 1 – APPLICATION AND OPERATION OF THE AGREEMENT

1.1 Title and Duration

1.1.1 The title of this agreement is the Catholic Schools (Northern Territory) Collective Enterprise Agreement 2014.

1.1.2 This Agreement shall commence operation seven (7) days after approval by Fair Work Commission and shall remain in force until 3 March 2017.

1.1.3 Where this Collective Enterprise Agreement specifies an earlier operative date in relation to a particular provision, then that provision shall operate from that date for all staff employed at that earlier date.

1.2 Parties to the Agreement

The parties to this Agreement shall be:

1.2.1 The Catholic Church of the Diocese of Darwin Property Trust Incorporated (through the Director of Catholic Education at the Catholic Education Office, Darwin), in respect of all Catholic schools in the Northern Territory.

1.2.2 The Independent Education Union of Australia – Queensland and Northern Territory Branch;

1.2.3 United Voice (NT Branch);
1.2.4 The Shop Distributive and Allied Employees Association (SDA); and
1.2.5 The Australian Nursing and Midwifery Federation (ANMF NT Branch).

1.3 Relationship to Awards

1.3.1 The conditions of employment of Catholic Education employees under this Agreement will be read and interpreted wholly in conjunction with the following awards as they existed at 31 December 2009:

(a) Miscellaneous Workers' Award (Northern Territory) 2001;
(b) Retail Wholesale and Distributive Workers (NT) Award 2000;
(c) Nurses (Northern Territory) Private Sector Award 2002;
(d) Children Services (Northern Territory) Award 2005.

1.3.2 To the extent of any inconsistency between this Agreement and any of the Awards listed above, this Agreement shall prevail. In all other circumstances the provisions in these Awards will continue to apply.

1.4 Individual Flexibility Arrangement

1.4.1 An employer and employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:

(a) the agreement deals with one (1) or more of the following matters:
   (i) arrangements about when work is performed;
   (ii) overtime rates;
   (iii) penalty rates;
   (iv) allowances;
   (v) leave loading; and

(b) the arrangement meets the genuine needs of the employer and employee in relation to one (1) or more of the matters mentioned in paragraph (a); and

(c) the arrangement is genuinely agreed to by the employer and employee.

1.4.2 The employer must ensure that the terms of the individual flexibility arrangement:

(a) are about permitted matters under section 172 of the Fair Work Act 2009; and

(b) are not unlawful terms under section 194 of the Fair Work Act 2009; and

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

1.4.3 The employer must ensure that the individual flexibility arrangement:

(a) is in writing; and

(b) includes the name of the employer and employee; and

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

(d) includes details of:
(i) the terms of the enterprise agreement that will be varied by the arrangement; and
(ii) how the arrangement will vary the effect of the terms; and
(iii) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and

(e) states the day on which the arrangement commences

1.4.4 The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

1.4.5 The employer or employee may terminate the individual flexibility arrangement:

(a) by giving no more than 28 days written notice to the other party to the arrangement; or

(b) if the employer and employee agree in writing — at any time.

1.5 Final Settlement

The parties agree that this agreement represents a full and final settlement of all issues raised by the employees and their representatives during the bargaining period.

1.6 No Extra Claims

The parties agree that it is a term of this Agreement that the Unions will not make or pursue any extra claims for improvements in wages or other terms and conditions of employment until the designated negotiating period.

1.7 Definitions

For the purposes of this Agreement, the definitions contained in the Awards listed in clause 1.3 and this Agreement will continue to apply.

1.7.1 'Act' means the *Fair Work Act 2009*, as amended from time to time.

1.7.2 'Advanced skills teacher Level 1' means a classroom teacher assessed through a criterion referenced peer appraisal process.

1.7.3 'Advanced skills teacher Level 2' means a classroom teacher assessed through a criterion referenced peer appraisal process.

1.7.4 'Boarding staff or residential staff' shall mean an employee appointed full-time, part-time, fixed term or casually in a boarding house.

1.7.5 'Casual employee' shall mean an employee engaged by the day and paid on an hourly basis.

1.7.6 'Catholic school' shall mean any school or institution run under the auspices of the Catholic Diocese of Darwin and shall exclude schools run by other non-government organisations and the Government of the Northern Territory.

1.7.7 'Employee' means a person who is employed by the Catholic Education Office, Darwin.

1.7.8 'Employer' means any person, corporation or other body named in clause 1.2.1 – Parties to this Agreement.

1.7.9 'Equivalent qualifications or equivalent course' means a qualification or course (as the case may be) which the employer, based on the determination of relevant accrediting
authorities agrees as being equivalent to the qualification or course prescribed by the clause in question in this Agreement.

1.7.10 'Five year trained teacher' means a teacher who has completed a degree in education or early childhood education that requires four (4) years of full-time study at an Australian University and in addition has completed a post-graduate degree at an Australian University requiring at least one (1) year of full time study, or the equivalent as determined by the National Office of Overseas Skills Recognition, or the relevant State or Territory teacher registration authority, or in the case of early childhood teacher the relevant licensing and accreditation authority.

1.7.11 'Fixed term employment' means an employee who is employed for a fixed period on either a full time or part time basis.

1.7.12 'Four year trained teacher' means a teacher who has completed a degree in education or early childhood education that requires four (4) years of full-time study at an Australian University, or the equivalent as determined by the National Office of Overseas Skills Recognition, or the relevant State or Territory teacher registration authority, or in the case of early childhood teacher the relevant licensing and accreditation authority.

1.7.13 'Full time employment' means a full time employee engaged to work on an average of 38 hours per week.

1.7.14 'Graduate' means a teacher who holds a relevant degree from a recognised university, or who holds a recognised equivalent qualification.

1.7.15 'Immediate family' is defined in Section 12 of the Fair Work Act 2009 and means

(a) A spouse (or former spouse), de facto partner (or a former de facto partner) child, parent, grandparent, grandchild or sibling of the employee; or

(i) a de facto spouse means a person of the opposite sex to the employee who lives with the employee as his or her husband or wife on bona fide domestic basis; and

(ii) a child or an adult (including an adopted child, a stepchild or an ex-nuptial child), parent, grandparent, grandchild or sibling of a spouse (or former spouse) or de facto partner (or a former de facto partner) of the employee; or

(b) any other culturally significant relationship of the employee.

1.7.16 'Part-time employee' means an employee who is engaged to work less than 38 hours per week.

1.7.17 'Party' means, for the purposes of this Agreement, an employer, an employee or a union which is covered by this Agreement.

1.7.18 'Permanent' employment shall mean continuing employment with a start date but no specified end date of engagement.

1.7.19 'Primary' means a section or division of a school which provides primary (including early learning centres) and includes a school which provides a primary education only.

1.7.20 'Relief teacher' means a teacher employed on a day-to-day basis as required by an employer.

1.7.21 'School Officer' will mean those employees appointed to either classroom support or administrative roles in schools. There will be six (6) sub-classifications within the school officer classification.
1.7.22 ‘School year’ shall mean the period from the first day in one year on which a school is open to receive pupils, to the day prior to the first day that the schools is open to receive pupils in the following year, inclusive.

1.7.23 ‘Secondary’ means that section or division of a school which is not a primary department and includes a school which provides a secondary education only.

1.7.24 ‘Shift’ shall mean the defined hours of duty for Boarding House Staff (including broken periods) allocated to an employee in accordance with the work roster, for any 24 hour period.

1.7.25 ‘Teacher’ means a teacher employed full-time, part-time, fixed term, permanent or casually, at a school, to assist the Principal in the work of the school and is herein referred to as a teacher. A teacher must have the relevant qualifications to gain registration as a teacher.

1.7.26 ‘Teacher-librarian’ means a trained teacher with librarianship qualifications such as would make that person eligible for registration as an associate of the Australian Library and Information Association of Australia (ALIA) (or equivalent qualifications).

1.7.27 ‘Three-year trained teacher’ means a teacher who must be sufficiently qualified to gain registration as a three-year trained teacher.

1.7.28 ‘Two-year trained teacher’ means a teacher who must be sufficiently qualified to gain registration as a two-year trained teacher.

1.7.29 ‘Union’ means the Independent Education Union of Australia and/or any other organisation which is registered pursuant to the Fair Work (Registered Organisations) Act 2009 and which is eligible to cover an employee to which this Agreement applies.

PART 2 – PRINCIPLES OF MANAGEMENT

2.1 Aims and Objectives

This Agreement:

2.1.1 Seeks to maintain a working environment within Catholic schools in the Northern Territory that is in harmony with Diocesan aims and objectives;

2.1.2 Aims to safeguard and enhance the quality of learning and teaching in Northern Territory Catholic schools;

2.1.3 Acknowledges that resource levels in Northern Territory Catholic schools are very significantly dependent on the level of Commonwealth and Northern Territory Government recurrent grant support.

2.2 Catholic Ethos

2.2.1 The parties agree to support actively the statements on the Catholic ethos of Northern Territory Catholic schools contained in Schedule A.

2.3 Letter of Appointment

2.3.1 An employee will be engaged on the basis of either a permanent full time, permanent part time, fixed term full time, fixed term part time or casual.

2.3.2 The employer shall provide an employee (other than a casual employee) with a letter of appointment stating, inter alia the employee’s classification; rate of wages; ordinary hours of work. This letter shall normally be provided to the employee within 14 days of appointment.
2.3.3 In the case of an employee engaged on a fixed term basis, the letter of appointment will also state the matters specified in Clause 2.4 (Contract – Fixed Term Employment).

2.3.4 In the case of a part-time employee the letter of appointment will also state the matters specified for the terms of engagement.

2.3.5 The employer must advise an employee in writing of any changes (where permitted) to any matter referred to in clauses 2.3.1, 2.3.2, and 2.3.3.

2.3.6 The employer will in addition provide an employee with relevant employer policy, employment documentation and an outline of the mentoring program.

2.4 Contract – Fixed Term Employment

2.4.1 Employees are to be offered permanent employment wherever possible, rather than contract fixed term employment.

2.4.2 Fixed term positions are those identified as meeting the needs as listed in clause 2.4.5.

2.4.3 Where an employee is employed on a fixed term contract, the employer will indicate in the employee’s letter of appointment the identifiable short term need which the employee is appointed to fill. The letter of appointment will also contain the terms, conditions and specific duration (commencement and cessation dates) of the appointment.

2.4.4 It is recognised that in some situations a teacher may accept appointment to a series of fixed term appointments.

2.4.5 Fixed term needs could include but is not limited to:

(a) special projects;
(b) proposed closure of a school;
(c) short term funding;
(d) filling the position of a specified employee who is on nominated leave from the school;
(e) filling the position of an employee arising from a resignation, where such position is declared vacant and no suitable permanent employee is available;
(f) accommodating temporary enrolment fluctuations in a school resulting from a specific short term factor such as a population influx during the construction period of an industrial development;
(g) providing release time for senior administration staff in a school where the relevant arrangements vary for a specific short term arrangement; and
(h) employing a part-time teacher to address class size issues and/or enhance curriculum offerings on a short-term basis.

2.4.6 A fixed term contract of employment will not be used as a probationary period.

2.4.7 Notwithstanding the above, fixed term employees can apply for any other continuing position advertised in accordance with the normal employment processes identified by the employer.

2.4.8 Teaching staff employed on a full-time contract for one school year are able to apply for suitable positions known to be vacant in the following year before applications are called from people outside the Northern Territory Catholic system.
2.5 Flexibility in Program Delivery

2.5.1 The parties are committed to the further development of a flexible school system utilising a broader field of skills and expertise in educational program delivery and student supervision.

2.6 Flexible Work Practices

2.6.1 A full-time employee may apply in writing to work on a part-time basis for a fixed period, after which time the employee would again revert back to full-time status.

2.6.2 In giving consideration to the employee's application to move to part-time work for a fixed period, the employer will take into account the following:

(a) The particular circumstances of the employee that give rise to the application;

(b) The impact that refusal of the application may have on the employee and their family; and

(c) The operational requirements of the school, including the employer's capacity to reorganise work arrangements, secure competent replacement staff and the impact on other school staff.

2.6.3 Such arrangements shall only be made at the request of the employee and by agreement with the employer. The request must be made prior to the commencement of the school year.

2.7 Job Share

2.7.1 Definition

Job-sharing is a voluntary arrangement in which a full-time position is divided between two teachers with shared responsibility for the position on a fixed-term basis.

2.7.2 Principles Underpinning the Guidelines

(a) Job-share is entered into voluntarily.

(b) Job-share arrangements shall be flexible and accommodate both school and employee needs.

2.7.3 Size of School/Ratio

The number of job-share positions offered shall be determined on a school by school basis.

2.7.4 Selection Procedures

(a) The job-share position, (C), (please see model referred to at the end of this clause), shall be filled by a current full time continuing teacher (A) and another teacher (B) who is a current full time teacher at the same school or at another school (with the written consent of the principal of each school). This releases a full-time position at the school which may be filled by a teacher (D) on a fixed-term basis. Teacher (D) position shall be appointed in accordance with a fixed term position. Teacher (A) and (B) shall be employed on a continuing part-time basis for the duration of job-share. If teacher (D) is appointed he/she will be employed on a fixed-term basis for the duration of the job-share arrangement. At the end of the job-share arrangement (A) and (B) shall revert back to their full-time continuing positions and if (D) has been appointed then his/her contract shall cease.

(b) Where a full-time continuing teacher wishes to job-share and the procedure outlined above (2.7.4 (a)) is not a viable option another teacher maybe employed on a fixed-term basis for the duration of the job-share arrangement, i.e., one teacher shall be on
a fixed-term part-time basis and the other teacher shall be on a continuing part-time basis for the duration of the job-share. At the end of the job-share arrangement the part-time continuing teacher shall take up the full-time continuing position and the position of the part-time, fixed term employee will cease.

2.7.5 Subsequent Appointment

(a) In the event that either job-share partner leaves the job-share position, within the time of the job-share arrangement, the full-time position may be offered to the remaining teacher until the end of the job-share. In the event that the remaining teacher declines to take the full-time position the vacancy for the remainder of the fixed term contract is advertised and will be subject to job-share arrangements.

(b) Except in extenuating circumstances, should either job-share teacher choose not to fulfill the job-share contract, the employer holds no responsibility for the continued employment of that teacher until the job-share contract has concluded and would consider the teacher on Leave Without Pay.

2.7.6 Length of Appointment

(a) Appointments to job-share positions shall be made for a maximum period of one school year. The job-share arrangement may be renewed each year subject to the arrangement being deemed acceptable by the employees concerned and the employer.

(b) By the end of Term 3 of the school year prior to the completion of the job-share arrangement, a review shall be carried out in order to ascertain whether the arrangements are satisfactory from the viewpoint of both the employees and the employer.

2.7.7 Arrangements

The arrangements for a job-share position are to be considered on a number of levels.

(a) Level One is at the system level where parameters are set in accordance with these guidelines.

(b) Level Two is at school level where considerations such as:

(i) Is job-share appropriate for this school?
(ii) How many positions?
(iii) Which class level/s would be appropriate?
(iv) What process will be used to determine the teachers who will job-share and under
(v) What arrangement the teachers will work?
(vi) How will this be announced to staff and parents?

(c) Level three is at the partnership level. Each participant shall be provided with an individual letter of appointment which contains the results of negotiations between the participants and the Principal regarding the hours of duty arrangements and shall include all of the following:

(i) days worked
(ii) communication
(iii) planning time
(iv) non-contact time
(v) excursions
(vi) parent teacher interviews
(vii) assessment and reporting procedures
(viii) playground and bus duty
(ix) attendance at staff meetings and other meetings
(x) professional development
(xi) regular shared time to discuss student progress

(d) Employees shall be provided with a copy of these guidelines prior to any agreement being reached in relation to a job-share position. In particular, employees shall have their attention drawn to the contents of Clause 2.7.5 (b) relating to a failure to fulfil a job-share contract.

2.7.8 Alteration to Arrangements

Changes to the arrangements as referred to in 2.7.7 (c) must first be discussed and approved by the Principal. Changes may be made by either the principal or the teachers with two weeks’ notice or shorter by mutual consent.

2.7.9 Division of Position

(a) It is recommended that days worked be full days.

(b) The most suitable arrangement appears to be the five day fortnight whereby each partner would work three days one week and two days the next week - i.e. a 0.5 split. An alternative could be a 0.6/0.4 split where one partner works three days each week and the other partner works two days each week.

2.7.10 Rates of Pay

Payment shall be made on a pro-rata basis, proportional to the rate of a full-time employee.

2.7.11 Pro-Rata Conditions and Benefits

As stated in Clause 2.7.9 (a), job-share arrangements terminate at the conclusion of a school year or earlier, and are normally reviewed in Term 3 each year.

(a) All entitlement to annual leave, annual leave loading, sick leave, long service leave, public holidays, superannuation and all award benefits are on a pro-rata basis.

(b) In the event one partner is absent on sick leave the other partner should be offered the relief work. If the partner accepts the relief work, then this partner will be paid at the fulltime hourly rate and accrue appropriate leave entitlements for those hours.

(c) In the event the other partner refuses the offer or is unavailable to accept the offer, a relief teacher will be engaged. The teacher doing the relief work in this instance shall be paid on a casual basis.

(d) Long Service Leave and/or Personal Leave may be granted within the period of the job-share arrangement. Usual conditions for taking such leave shall apply and with usual conditions for replacement.

(e) Maternity/paternity/adoption leave will be granted within the period of the job-share arrangement. Usual conditions for taking such leave shall apply and with usual conditions for replacement.

(f) Where 2.7.11 (d) and 2.7.11 (e) do not apply (i.e. leave which is not due to be completed within the school year) negotiations shall establish how the leave entitlements would be accommodated in the following school year.

2.7.12 Professional Development, Promotion, Redundancy

(a) Job-share employees shall be afforded the same opportunities to access professional development and promotion as full time employees.
(b) In the event of a full-time position becoming redundant, the normal supernumerary process shall apply.

2.7.13 Calculation of Service

All work done by job-share employees shall count towards incremental progression on a pro-rata basis.

2.7.14 Professional Development Planning Days

Job-share employees are expected to report for full day duty for the pupil free days nominated for professional development activities during the school year declared by the employer as requiring attendance by all employees. Payment shall be in full for time so worked.

Job Share Model

![Job Share Model Diagram]

2.8 Work Impact Study

2.8.1 Catholic Schools endeavour to achieve greater productivity, efficiency, flexibility and effectiveness across their operations, mindful of the impact on the lifestyle and work-life balance of employees.

2.8.2 Where significant changes to work practice of significant new initiatives are being considered a work load impact study may be undertaken as part of that consideration if not addressed in related documentation.
2.9 Position Descriptions

2.9.1 The employer shall develop position descriptions for all employees where these do not currently exist.

2.9.2 Where positions descriptions are developed they will be reviewed by the employer and employee every two (2) years or by mutual agreement.

2.10 Encouragement in Employing People with Disability

2.10.1 The employer is inclusive of employees who are competent, able to fully carry out required employment tasks and are disabled.

PART 3 – CONSULTATION AND DISPUTE PROCEDURES

3.1 Consultative Arrangements

3.1.1 The parties are committed to continual improvement and effective consultation in the workplace. The employers support the principle of consultation and agree that consultation will provide all staff with an opportunity to participate in decisions, which impact on their working lives.

3.1.2 The parties recognise the importance of dealing with change in a proper and sensible manner. The aim of the parties is that negotiations will be handled expeditiously.

3.1.3 This clause applies if the employer:

(a) has made a definite decision to introduce a major change to production, program, organisation, structure, or technology in relation to its enterprise and the change is likely to have a significant effect on employees of the enterprise; or

(b) proposes to introduce a change to the regular roster or ordinary hours of work of employees.

Major Change

3.1.4 For a major change referred to in 3.1.3 (a):

(a) The employer must notify the relevant employees of the decision to introduce the major change; and

(b) Sub clause 3.1.3 to 3.1.11 apply.

3.1.5 The relevant employees may appoint a representative for the purposes of the procedures in this term.

3.1.6 If:

(a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and

(b) the employee or employees advise the employer of the identity of the representative; the employer must recognise the representative.

3.1.7 As soon as practicable after making its decision, the employer must:

(a) discuss with the relevant employees:

(i) the introduction of the change; and
(ii) the effect the change is likely to have on the employees; and
(iii) measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and

(b) for the purposes of the discussion — provide, in writing, to the relevant employees:

(i) all relevant information about the change including the nature of the change proposed; and
(ii) information about the expected effects of the change on the employees; and
(iii) any other matters likely to affect the employees.

3.1.8 However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.

3.1.9 The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.

3.1.10 If a term in the enterprise agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in subclauses 3.1.4; 3.1.5 and 3.1.7 are taken not to apply.

3.1.11 In this term, a major change is likely to have a significant effect on employees if it results in:

(a) the termination of the employment of employees; or
(b) major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
(c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
(d) the alteration of hours of work; or
(e) the need to retrain employees; or
(f) the need to relocate employees to another workplace; or
(g) the restructuring of jobs.

Change to regular roster or ordinary hours of work

3.1.12 For a change referred to in paragraph 3.1.3 (b):

(a) the employer must notify the relevant employees of the proposed change; and
(b) subclauses 3.1.13 to 3.1.17 apply.

3.1.13 The relevant employees may appoint a representative for the purposes of the procedures in this clause.

3.1.14 If:

(a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
(b) the employee or employees advise the employer of the identity of the representative;
the employer must recognise the representative.

3.1.15 As soon as practicable after proposing to introduce the change, the employer must:
(a) discuss with the relevant employees the introduction of the change; and

(b) for the purposes of the discussion—provide to the relevant employees:

(i) all relevant information about the change, including the nature of the change; and

(ii) information about what the employer reasonably believes will be the effects of the change on the employees; and

(iii) information about any other matters that the employer reasonably believes are likely to affect the employees; and

(c) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

3.1.16 However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.

3.1.17 The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.

3.1.18 In this clause (clause 3.1):

relevant employees means the employees who may be affected by a change referred to in subclause 3.1.3.

3.2 Dispute Avoidance and Grievance Procedure

3.2.1 If a dispute relates to:

(a) a matter arising under the agreement; or

(b) the National Employment Standards;

this term sets out procedures to settle the dispute.

3.2.2 An employee who is a party to the dispute may appoint, at any stage, a representative for the purposes of the procedures in this term.

3.2.3 In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the employee or employees and relevant supervisors and/or Principal or his/her nominee.

3.2.4 If the matter remains unresolved, it shall be referred to the Secretary of the relevant respondent Union, or his/her nominee, and the Director of Catholic Education or his/her nominee for discussion and appropriate action.

3.2.5 If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to Fair Work Commission.

3.2.6 Fair Work Commission may deal with the dispute in two (2) stages:

(a) Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and

(b) if Fair Work Commission is unable to resolve the dispute at the first stage then with the agreement of both parties the dispute can be referred to Fair Work Commission to arbitrate the dispute with the determination binding on the parties.

3.2.7 Agreement for arbitration shall not be unreasonably withheld.
Note  If Fair Work Commission arbitrates the dispute, it may also use the powers that are available to it under the Act.

A decision that Fair Work Commission makes when arbitrating a dispute is a decision for the purpose of Div. 3 of Part 5.1 of the Act. Therefore, an appeal may be made against the decision.

3.2.8 While the parties are trying to resolve the dispute using the procedures in this term:

(a) an employee must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and

(b) an employee must comply with a direction given by the employer to perform other available work at the same workplace, or at another workplace, unless:

(i) the work is not safe; or
(ii) applicable occupational health and safety legislation would not permit the work to be performed.

3.2.9 Nothing contained in this procedure shall prevent the Director of Catholic Education or his/her nominee or the Secretary of the relevant respondent Union or his/her nominee from entering into the discussion at any level either at the request of a member or on their initiative in respect of matters in dispute should such action be considered conducive to achieving resolution of the dispute.

3.3 Unsatisfactory Work Performance

3.3.1 In the first instance, where appropriate, unsatisfactory performance shall be dealt with through management and peer support and/or training/development processes with specified time frames set for identified improvement to be demonstrated.

3.3.2 Further management of unsatisfactory performance will be dealt with through due process. In the event that the unsatisfactory performance is not rectified through due process, disciplinary action or termination may result.

3.3.3 The foregoing shall not affect the right of the employer to summarily dismiss without notice an employee for misconduct, neglect of duty or misrepresentation.

3.4 Termination of Employment

3.4.1 Termination by the Employer

Where the employment of an employee (other than a casual employee) is terminated by the employer, the following notice periods will be given:

(a) In the case of an employee in their first year of employment with the employer, at least five school term weeks' notice, or the payment of five weeks' salary in lieu of notice.

(b) In the case of an employee in employment with that employer for a period of from one to, and not exceeding, five years, at least six school term weeks' notice or the payment of six week's salary in lieu of notice.

(c) In the case of an employee in employment with that employer for a period in excess of five years, at least ten school term weeks' notice or the payment of ten weeks' salary in lieu of notice.

3.4.2 Termination by Employee
(a) An employee shall give a minimum of five weeks notice in the school term prior to the date of terminating employment.

(b) Where an employee fails to give the specified notice, the employer will have the right to withhold wages due to the employee, up to a minimum amount equal to the ordinary time rate for the period of notice.

(c) Notwithstanding clauses 3.4.1 and 3.4.2 (b), employment may be terminated by part of the specified period of notice and part payment in lieu, or part withholding of wages in lieu, as the case may be.

3.4.3 Advice Relating to Subsequent Years

(a) The parties recognise that the provision of staffing for certain schools presents additional challenges. Consequently, the employer may (prior to the conclusion of a particular year) seek formal advice from an employee in relation to their employment intentions for the subsequent year(s).

(b) In seeking such advice the employer will ensure that the employee is aware of the significance of the request, and the employer’s intention to rely on that advice in determining its staffing complement for the subsequent year.

(c) The employer undertakes that the provision of such advice by an employee to the employer will not be to the employee’s detriment in operational actions.

(d) Where the employer has, in writing, formally sought advice from an employee (in the terms identified in clause 3.4.3 (b)) and the employee has, in writing, advised of their intention to work for the employer in the subsequent year(s), then the employment relationship shall be deemed to be continuing and both the employer and the employee will be required to give notice, as required by this clause, to terminate that relationship.

3.5 Redundancy

3.5.1 Redundancy in this clause means the loss of employment due to the employer no longer requiring the job the employee has been doing to be performed by anyone.

3.5.2 If the services of an employee are to be terminated due to redundancy the employer shall provide written notice to the employee that in one full term the position occupied by the employee shall be declared redundant or partially redundant and the employee retrenched to the extent of such notice.

3.5.3 Within the period of notice specified in clause 3.5.2, the employer shall endeavour to procure alternative employment acceptable to the employee.

3.5.4 If alternative employment cannot be provided for or gained by the employee at the end of one term specified in clause 3.5.2, the employer may terminate the services of the employee at that time. Such notice of termination shall be in writing.

3.5.5 An employee whose employment is terminated by reason of redundancy shall be entitled to a compensatory payment of twelve weeks' salary plus one week's salary for each year or part thereof of continuous service with the employer up to a maximum of twelve weeks:

(a) such termination payment, added to holiday leave, annual leave loading, long service leave payment and all other entitlements, shall be paid in a lump sum on the last day of employment;

(b) the employee shall be provided with a statement detailing how the monetary entitlement was determined.
3.5.6 A employee to whom notice of termination due to redundancy is given may, by giving at least one week’s notice in writing to the employer, terminate the employment during the one period provided in clause 3.5.2, provided that the employee shall be entitled to the same benefits and payments under this clause, including the compensatory termination payment, had he/she remained until expiry of such notice. In such circumstances the employee shall be entitled to payment of wages beyond the resignation date.

3.5.7 An employer in a particular redundancy case may make application to the Fair Work Commission to have the severance pay prescription varied if the employer obtains acceptable alternative employment for the employee.

3.5.8 Where pursuant to the provisions of clause 3.5.2, an employee is given notice of partial redundancy, the employee may within one month of receipt of such notice, elect to declare the position wholly redundant in which case all provisions of this clause shall be applicable.

3.5.9 Where partial redundancy is acceptable by the employee a pro rata compensatory payment made in accordance with clause 3.5.5, shall be provided to the employee at the date the redundancy takes effect.

3.5.10 If an employer makes payment in lieu for all or any of the period of notice prescribed by clause 3.5.2, then the period for which such payment is made shall be treated as service for the purposes of computing any service related entitlements of the employee arising pursuant to this award and shall be deemed to be service with the employer with the purposes of the Long Service Leave Act 1981.

3.6 Recognition of Union Involvement

3.6.1 The parties agree that Unions have a legitimate role in consultations that may affect conditions of employment for their members.

3.6.2 The parties agree that Union officials will advise the Principal of their intention to enter workplaces for the purpose of consulting with their members.

Notwithstanding, clause 3.6.2, the Employer will not suffer an exercise of a right of entry by a permit holder for the purposes of holding a discussions with employees (to which it would not otherwise have consented) based solely on that clause; that is, it will not suffer an exercise of a right of entry (to which it otherwise would not consented) for such purposes unless the permit holder complies with the applicable requirements of Part 3-4 of the Act. To remove any doubt, nothing in this provision prevents the employer from allowing a person who happens to be a permit holder to enter its premises at any time for any purpose as an invitee.

3.6.3 The parties agree that the provision of training for Union representatives has potential benefits in the workplace. There will be two days approved leave per annum available only to the nominated union delegates in each school. Unions will apply to the Director of Catholic Education for release time on behalf of representatives wishing to access scheduled training. Under normal circumstances such applications will be approved having due regard to the organisation and needs of the schools at that time. Applications should normally allow for notice of at least one school term of the proposed training dates.

3.7 Resourcing School Level Industrial Practice

3.7.1 Employees may access communication equipment, for the purposes of carrying out their workplace union representative responsibilities in accordance with local arrangements for the use of this equipment.

3.8 Renegotiation of Collective Enterprise Agreement

The parties to this Agreement agree to commence negotiations for its replacement and renewal no later than September 2016.
PART 4 – GENERAL CONDITIONS OF EMPLOYMENT

4.1 Wage Increase

4.1.1 Classifications, salaries and allowances for Teaching Staff during the term of this Agreement are as specified in Schedule B. The wage increases will be paid on the dates specified in Schedule B.

(a) All teaching employees will receive a wage increase from the 3 March 2013 to 15 September 2013 as specified in Schedule B – Table 1.

(b) All teaching employees will receive from the 16 September 2013 the wage as specified in Schedule B – Table 2.

(c) All teaching employees will receive a wage increase of no less than 3% from 3 March 2014.

(d) The parties agree that if the wage increase for teachers employed by the Northern Territory Department of Education in 2014 exceeds 3%, this Agreement will be varied to reflect that higher percentage increase.

(e) All teaching employees will, from 3 March 2015, receive a wage increase of at least the same quantum as that which applies to teachers employed by the Northern Territory Department of Education in 2015. However, this increase may be adjusted as provided in paragraph 4.1.1 (f).

(f) The parties agree that if the wage increase for teachers employed by the Northern Territory Department of Education in 2014 is lower than 3%, then in 2015 employees covered by this Agreement will receive a wage increase calculated by subtracting the amount by which 3% exceeds the 2014 Northern Territory Department of Education increase from the Northern Territory Department of Education increase for 2015.

(g) All teaching employees will, from 3 March 2016, receive a wage increase of at least the same quantum as that which applies to teachers employed by the Northern Territory Department of Education in 2016.

(h) All teaching employees will, from 3 March 2017, receive a wage increase of at least the same quantum as that which applies to teachers employed by the Northern Territory Department of Education in 2017.

(i) All allowances applying to teaching staff will be increased by the same quantum, and from the same date identified in Schedule B.

4.1.2 Non-Teaching Staff

(a) Classifications, salaries and allowances for non-teaching staff during the term of this Agreement are as specified in Schedule B.

(b) All non-teaching employees will receive a wage increase of 3% from 3 March 2013.

(c) All non-teaching employees will receive a wage increase, of the same quantum and on the same date, as identified in paragraphs 4.1.1 (d) to (h) above.

(d) All allowances applying to non-teaching employees will be increased by the same quantum, and from the same date, as the wage increases identified in clauses 4.1.2 (a), (b), (c) and (d).

4.1.3 Notwithstanding clauses 4.1.1 (b), (c) and (d) Teachers covered by this Agreement will receive at least the rate of remuneration which applies to teachers employed by Northern Territory Department of Education. This commitment to comparability will be based on the
qualifications and years of experience of an individual teacher compared to a similar teacher employed by Northern Territory Department of Education.

4.1.4 Where agreement is reached to amend this Agreement, that amendment will occur in accordance within the provisions of the Act.

4.2 Hourly Rates

The formula to be used for calculation of hourly rates of pay for all non teaching employees shall be:

\[ \text{Annual rate} \div 26.089 \div (\text{ordinary hours worked per fortnight}) = \text{per hour rate}. \]

4.3 Payment of Salaries

4.3.1 The minimum annual rate of salary payable to full-time staff in NT Catholic schools should be as set out for teachers in Schedule B.

4.3.2 All payment of salary and/or allowances under this Agreement shall be payable fortnightly - during school terms and stand down.

4.3.3 Payment of annual leave will be fortnightly or as agreed with staff at the school level.

4.3.4 Notwithstanding clause 4.3.2, an employer may offer and a teacher may elect to receive his or her annual remuneration as a combination of salary (payable fortnightly) and benefits payable by the employer. The sum total of such salary, benefits, Fringe Benefit Tax and employer administrative charge will equal the appropriate salary prescribed by Schedule B.

(a) The employer may determine the range and limit of benefits available to the teacher as per the guidelines of the Catholic Education Office, Darwin, which may be reviewed by the Director of the Catholic Education Office from time to time, and the teacher may determine the mix and level of benefits as provided for in clause 4.3.

(b) Any payment calculated by reference to the teacher's salary and payable either:

(i) during employment; or
(ii) on termination of employment; or
(iii) on death; and

shall be at the rate prescribed by Schedule B.

4.4 Middle Leadership - Positions of Responsibility

It is recorded that the provisions of this clause (clause 4.4) will be implemented no later the beginning of the 2015 academic year.

4.4.1 It is acknowledged that access to, and experience in, leadership positions is important to the on-going development of Teachers whilst also giving the school the benefit of a range of personal experiences, ideas and interests, thus enhancing student learning possibilities. To that end it is agreed that such positions should be filled on merit having regard to the school’s needs and the individual employee's personal attributes.

4.4.2 The Principal shall determine the appropriate POR structure and release time for their school following a consultation with the School Leadership Group.

4.4.3 The number of Positions of Responsibility in a school will be determined by the Principal after consultation with their leadership group.

4.4.4 Schools POR Structure
Key considerations which underpin the development of a POR structure include:

(a) Educational vision;
(b) Strategic directions;
(c) Particular programs, emphases and needs of the school; and
(d) Any government initiatives that may impact in the foreseeable future.

4.4.5 Position of Responsibility Structure

Attachment 1 details criteria to guide the appropriate tier designation of each middle leadership position. There are four tiers of POR positions, according to the level of responsibility, complexity and/or autonomy entailed in the particular role. Responsibilities in schools vary according to: type of position held; school size; school location; school complexity; school culture and community; school pedagogy; nature of student cohort; and the experience of the role holder.

(a) Curriculum Leaders

In establishing the appropriate Curriculum Leadership structure, the following shall be taken into account:

(i) all academic subject areas within a school shall be led, managed and supervised by either a Curriculum Leader or a member of the Senior Leadership Team;
(ii) there shall be four (4) tiers of designation;
(iii) The following factors will be considered when making determinations as to the appropriate tier designation and additional flexible hours for each POR position:
   a. the number of teachers and other staff to be led or coordinated;
   b. the number and/or range of subjects involved in any area of academic responsibility;
   c. the number of students involved and their particular academic needs;
   d. amount of curriculum development required;
   e. other associated responsibilities (such as equipment maintenance, resource ordering, industry training and placement);
   f. the structure of the school e.g. multiple campuses or 11 – 12, 7-12 or arrangements spanning primary, primary and secondary, pastoral care structure, school curriculum initiatives; and
   g. the overall level of resourcing of the area.

(iv) the leader of a subject area or group of subject areas shall receive an allowance in addition to the salary payable under Schedule B of this Agreement and a release time according to the prescribed criteria, as set out in Clause 4.4.11.

(b) Pastoral Leaders

(i) In determining the appropriate tier classification for Pastoral Leaders, the following shall be taken into account:
   a. the pastoral care structure of the school e.g. vertical or Year level
   b. the number of students and teachers involved in the pastoral care structure
   c. the number of Year levels involved if structure is based on Year levels
   d. particular pastoral care needs peculiar to the school
e. responsibility for outside school activities each of which is of more than four (4) days' duration e.g. camps
f. other relevant factors.

(c) Program Leaders (or other) Positions in Response to Emerging Needs

(i) In determining the appropriate allowances and release time for these positions the following shall be taken into account:

a. impact of school initiatives
b. the numbers of students and teachers involved in the program / activity
c. the level of overall resourcing in a particular area e.g. technical support
d. other relevant factors.

(ii) The occupants of these positions shall be responsible for activities which may include, but are not limited to, vocational education and training, sports coordination, SIRF Coordination or a specific school focus.

(iii) The term of appointment to these positions may be varied according to need and be less than that provided in clause 4.4.6 (b). Such variation would be by consultation with the incumbent.

4.4.6 Appointment to a Position of Responsibility (POR) in Schools

(a) On appointing a teacher to a Position of Responsibility (POR) the employer shall provide the teacher with a written statement of duties.

(b) Each person who accepts a Middle Leadership Position shall be appointed for an initial period of 3 years. One further two (2) year appointment will be made subject to a continued designation of the position and a satisfactory performance review at the conclusion of the previous 3 years.

(c) The review/appraisal process shall be determined by the employer.

(d) After the completion of an appointment period of five (5) years, the employer may at its discretion advertise the position. Subject to a successful application the incumbent shall be appointed in accordance with clause 4.4.6 of this Schedule.

(e) For an identified specific project, the Principal may employ a person to a position of leadership for a fixed period of up to twelve (12) months.

4.4.7 Termination of an Appointment to a Position of Responsibility in Schools

(a) Both the employee and employer shall have the right to terminate employment in the positions occupied in accordance with clause 3.4 of this Agreement.

(b) In the case of a person categorised as in a POR a minimum of one month's notice is required by either party.

(c) A person whose position is terminated in accordance with the terms of this-clause (4.4.7) and shall continue to be employed as a teacher under the terms and conditions of this Agreement.

(d) Clause 4.4.7 of this Agreement shall not apply to any employee dismissed for incompetence, misconduct or neglect of duty who may be summarily dismissed without notice.

4.4.8 A Teacher whose classification in a Position of Responsibility expires and who is not re-appointed, will revert to their appropriate step on the Teacher CT scale.

4.4.9 A Teacher must not simultaneously be appointed to more than one Position of Responsibility.
4.4.10 Funding to pay for the Positions of Responsibility, is allocated to schools on a $ value ‘per 100 students or part thereof:

100 Primary students - $7,840
100 Secondary students - $8,553

4.4.11 Positions of Responsibility in schools will be appointed at Levels 1, 2, 3 and 4. The table below lists the release times and the finance allocation (subject to EBA increases).

<table>
<thead>
<tr>
<th>Level</th>
<th>Time (hour)</th>
<th>$ Allocation</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1</td>
<td>$2,400</td>
</tr>
<tr>
<td>2</td>
<td>3</td>
<td>$4,000</td>
</tr>
<tr>
<td>3</td>
<td>4.5</td>
<td>$5,600</td>
</tr>
<tr>
<td>4</td>
<td>6</td>
<td>$7,840</td>
</tr>
</tbody>
</table>

4.4.12 Remuneration for Special Project

(a) A person who is employed as a POR for a special project as per clause 4.4.6 (e) shall receive an additional payment of $50.40 or 2.1% of Level 1 Dollars Allocation, (subject to EBA increases) for each week the project is undertaken to a maximum of 52 weeks.

(b) The formula to be used for calculation of POR – Special Projects allowance shall be:

POR Level 1 \( \times \) 2.1%
<table>
<thead>
<tr>
<th>Tier</th>
<th>CURRICULUM LEADER</th>
<th>PASTORAL LEADER</th>
<th>PROGRAM LEADER</th>
</tr>
</thead>
<tbody>
<tr>
<td>Middle</td>
<td>Refers to a teacher in a secondary school who is appointed to be responsible for:</td>
<td>Refers to a teacher in a secondary school who is appointed to be responsible for:</td>
<td>Refers to a teacher in a secondary school who is appointed to be responsible for:</td>
</tr>
<tr>
<td>Leader Tier 1</td>
<td>a. the coordination of a curriculum area taught for between 1 and 55 hours in a secondary school over an average five-day period and/or</td>
<td>a. the coordination of pastoral care of up to 100 students and/or</td>
<td>a. the Coordination of an identified program in the school and/or</td>
</tr>
<tr>
<td></td>
<td>b. the pastoral care of staff working within the designated curriculum area and/or</td>
<td>b. the pastoral care of staff working within the designated pastoral area and/or</td>
<td>b. the pastoral care of staff working within the designated area and/or</td>
</tr>
<tr>
<td></td>
<td>c. other appropriate duties as required by the Principal and consistent with the teacher's level of experience and expertise.</td>
<td>c. other appropriate duties as required by the Principal and consistent with the teacher's level of experience and expertise.</td>
<td>c. other appropriate duties as required by the Principal and consistent with the teacher's level of experience and expertise.</td>
</tr>
<tr>
<td>Tier</td>
<td>CURRICULUM LEADER</td>
<td>PASTORAL LEADER</td>
<td>PROGRAM LEADER</td>
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<td>------------------------------------------------------</td>
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<tr>
<td>Middle Leader Tier 2</td>
<td>a. the leadership of a curriculum area(s) taught for between 1 and 90 hours in a secondary school over an average five-day period,</td>
<td>a. the leadership of the pastoral care of one year level of &gt;100 students in a school or</td>
<td>a. the leadership of an identified program in a secondary school of &lt; 250 students and/or</td>
</tr>
<tr>
<td></td>
<td>b. the application of contemporary learning and teaching research to classroom practice through professional development of teachers engaged in the area(s) of curriculum responsibility,</td>
<td>b. pastoral care of several year levels in one section of a secondary school of &lt; 250 students and/or</td>
<td>b. supervising teachers engaged in the program throughout the school.</td>
</tr>
<tr>
<td></td>
<td>c. supervision of teachers engaged in the area(s) of curriculum responsibility,</td>
<td>c. supervision of teachers engaged in pastoral care within the area of pastoral responsibility and/or</td>
<td>c. induction of new teachers within the program (or supervision of induction where it is undertaken by another experienced teacher), and/or</td>
</tr>
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<td>d. induction of new teachers within the area(s) of curriculum responsibility (or supervision of induction where it is undertaken by another experienced teacher), and/or</td>
<td>d. induction of new teachers within the area of pastoral responsibility (or supervision of induction where it is undertaken by another experienced teacher), and/or</td>
<td>d. pastoral care of staff engaged in the designated area(s) of responsibility, and/or</td>
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<td>e. pastoral care of staff engaged in the designated area(s) of curriculum responsibility, and/or</td>
<td>e. pastoral care of staff engaged in the designated area(s) of pastoral responsibility, and/or</td>
<td>e. other appropriate duties as required by the Principal.</td>
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<td>f. other appropriate duties as required by the Principal and consistent with the level of expertise indicated above.</td>
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| Middle Leader Tier 3 | Refers to a teacher in a secondary school who is appointed to be responsible for:  
  a. the leadership of designated curriculum areas taught for more than 90 hours in a secondary school over an average five-day period  
  b. the application of contemporary learning and teaching research and data analysis to classroom practice through professional development and supervision of staff engaged in these areas and/or  
  c. induction of new teachers within the area(s) of curriculum responsibility (or supervision of induction where it is undertaken by another experienced teacher), and/or  
  d. pastoral care of staff engaged in the designated area(s) of curriculum responsibility, and/or  
  e. other appropriate duties as required by the Principal and consistent with the level of expertise indicated above. | Refers to a teacher in a secondary school who is appointed to be responsible for:  
  a. the leadership of pastoral care of a section of a school (e.g. senior school) of > 250 students and/or  
  b. whole-school pastoral care of up to 450 students and/or  
  c. supervision of teachers engaged in pastoral care within the area of pastoral responsibility  
  d. induction of new teachers within the area of pastoral responsibility (or supervision of induction where it is undertaken by another experienced teacher), and/or  
  e. pastoral care of staff engaged in the designated area(s) of pastoral responsibility, and/or  
  f. other appropriate duties as required by the Principal and consistent with the level of expertise indicated above. | Refers to a teacher in a secondary school who is appointed to be responsible for:  
  a. the leadership of an identified program in a mid-sized secondary school (250 - 450 students) or a school of special character (< 350 students) and/or  
  b. supervising teachers engaged in the program throughout the school.  
  c. induction of new teachers within the program (or supervision of induction where it is undertaken by another experienced teacher), and/or  
  d. pastoral care of staff engaged in the designated area(s) of responsibility, and/or  
  e. other appropriate duties as required by the Principal. |
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<td>Middle Leader Tier 4</td>
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<td>a. leading the overall curriculum development, implementation and evaluation in a secondary school of up to 700 students under the overall direction of Senior Leadership and/or</td>
<td>a. leading the whole-school pastoral care of up to 700 students in a secondary school under the overall direction of Senior Leadership or</td>
<td>a. leading a substantial identified program in a secondary school of up to 700 students or in a school of special character of up to 350 students under the overall direction of Senior Leadership and/or</td>
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<td>b. the application of contemporary learning and teaching research and data analysis to classroom practice through whole-school professional development in a secondary school of up to 700 students and/or</td>
<td>b. whole-school pastoral care of up to 350 students in a secondary school of special character under the overall direction of Senior Leadership and/or</td>
<td>b. supervising teachers engaged in the program throughout the school.</td>
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<td>c. providing professional development and monitoring improvement of teachers' professional practice in areas of identified need in conjunction with Senior Leadership and/or</td>
<td>c. providing professional development and monitoring improvement of teachers' professional practice in areas of identified need in conjunction with Senior Leadership and/or</td>
<td>c. induction of new teachers within the program (or supervision of induction where it is undertaken by another experienced teacher), and/or</td>
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<td>d. induction and mentoring of beginning teachers in a secondary school of up to 700 students and/or</td>
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4.5 Professional Development

4.5.1 Principals will continue to encourage employees to undertake appropriate professional development, and will provide support to enable this.

The Principal shall provide support to any employee who attends industry placement for industry currency.

4.5.2 It is agreed that there is, from time to time, a need for whole-school professional development activities:

(a) In any one year all staff will be involved in eighteen (18) hours of professional development in out-of-school hours.

(b) The first two days of term one and first day of term three, in any year or any equivalent time shall be student free for whole of staff professional development and other appropriate professional activities.

(c) Additional professional development activities inside or out of school hours will be determined by the principal in consultation with staff.

4.5.3 Part-time or hourly-paid employees called upon to participate in these whole school professional-development activities shall receive payment for the hours worked beyond their normal working hours.

4.6 Deferred Salary Scheme

4.6.1 The parties agree that employees who have completed two consecutive years' full time service in Northern Territory Catholic schools may apply to be included in a deferred salary scheme. The scheme will enable employees, over a five-year period, to receive 80% salary for the first four years of the nominated period, and take the fifth year as special leave, using the accumulated reserves of deferred salary.

4.6.2 The Parties agree on the following principles for the scheme:

(a) Participation in the scheme is by application, and at the employer's discretion.

(b) The fifth year of any deferred salary agreement must be taken as special leave. The rate of pay will be the accumulated surplus retained over the preceding four years. Deferred salary benefits cannot be accrued beyond the five years of the agreement. Any interest on the accrued deferred salary component will be utilised to offset the cost of the scheme.

(c) An employee shall not, during any period in which the employee is on such special leave, engage in any other remunerative employment of a kind performed by the employee in the employment from which the employee was granted special leave.

(d) Superannuation entitlements and employer contribution rates are calculated at the 80% rate over the five-year agreement;

(e) The five-year agreement period counts as four (4) years' entitlement towards long service leave.

(f) The employee's substantive position will be preserved for the fifth (special leave) year.

(g) Any outstanding long service leave entitlements of ten weeks or more can be taken as part of the fifth special year.
(h) Any employee who withdraws from the scheme will be paid the exact monies contributed to the scheme, with no interest payable. These funds will be paid as a lump sum unless otherwise negotiated with the employer.

(i) The employee is not covered by workers compensation during the fifth (special leave) year.

4.7 Uniform Allowance

Where an employee is required by the employer to wear a uniform of a particular type, the employer shall supply free of charge, a uniform of a type or design considered most suitable.

4.8 Curricular and Co-curricular Camps

The employing authority recognises that there may be disruption to family commitments caused to staff who attend curricular and co-curricular camps or activities. Any employee who attends camps or any other facility to supervise students and programs and in doing so incurs out-of-pocket expenses (e.g. Childcare) shall be entitled to reimbursement of reasonable costs. A request for payment shall be made to the Principal at least fourteen (14) days prior to the commencement of the camp or activity and the Principal shall provide advice to the employee before the camp or activity is conducted.

4.9 Probation

4.9.1 When an employee accepts an appointment within the Catholic System the appointment is probationary. The probationary period will not exceed six (6) months. The principal and/or mentor will provide professional and other assistance considered necessary by the principal and/or mentor. The Principal must follow a structured induction program which includes meetings with the employee.

4.9.2 At the end of the six (6) month probationary period if an employee’s performance is unsatisfactory the employment may be terminated.

4.10 Medical Assessment

4.10.1 On engagement an employee may be required to supply:

(a) documentary evidence of the employee's experience and qualifications (or other evidence satisfactory to the employer) as to the employee's suitability to perform the duties the employee would be required to undertake; and

(b) a certificate from an approved, legally qualified medical practitioner that the employee is of sound health and free from any physical or mental condition likely to impair the employee's ability to perform the duties required.

4.10.2 The employee shall select a medical practitioner from a list provided by the employer. The list shall include both male and female medical practitioners.

4.10.3 The employer shall pay for the cost of obtaining the medical certificate including travel and accommodation where applicable.

4.11 Incapacity

4.11.1 Principles

_Purpose of this Process_

The purpose of this clause (clause 4.11) is to provide processes which allow the employer’s concerns to be resolved and, where appropriate, the development of workplace solutions to address the impact of mental or physical illness or disability on an employee and their ability
to perform their role. Through this process the employer is able to gain an informed understanding of the employee's abilities, what modifications, if reasonable, would assist the employee to continue in their job, and to make a decision regarding ongoing employment in the position or elsewhere in the employer's organisation if appropriate.

The following principles will underpin and apply to any request by the employer for medical information from an employee.

(a)  
*Sensitivity*

Requesting medical information or certification from an employee can be distressing for the employee and other staff members.

The employer will ensure that the employee is treated sensitively and with respect throughout any process.

(b)  
*Early and Informal Consultation*

Informal and timely discussions between the employer and the employee may address any perceptions held by the employer. Consultation with the employee's doctor (only with the employee's consent) may provide relevant information which may be of assistance.

(c)  
*Open Communication*

The employer and employee will communicate openly with each other employee as will the employee with their employer. Information should be shared in a respectful, timely and appropriate manner. The employer will share all relevant and appropriate information with the employee at all stages of this process.

(d)  
*Procedural Fairness*

The employer will afford the employee procedural fairness and natural justice at all stages of the process described in this clause (clause 4.11).

Both the employer and the employee will act in a way which is fair, just and unbiased and the employer is to maintain impartiality at all times.

(e)  
*Anti-Discrimination*

The *Disability Discrimination Act (1992)* prohibits discrimination in relation to disability which includes a total or partial loss of the person's bodily or mental functions.

4.11.2  Application of this clause

This clause (clause 4.11) applies to an employee if –

(a)  
the employer is reasonably satisfied that the employee is not performing his or her duties satisfactorily; and

(b)  
the employer reasonably suspects that the employee's unsatisfactory performance is caused by mental or physical illness or disability; and

(c)  
the employee has not provided a medical certificate in relation to their illness or disability.

4.11.3  Informal Meeting

(a)  
Where the employer forms the beliefs identified in clause 4.11.2, the employer will arrange an informal meeting in order to clarify the position with the employee.
(b) The employer will invite the employee to respond to the issues raised by the employer.

(c) In the course of these informal discussions, any material or information concerning the employee is to be brought to their attention and the employee is to be given twenty-one (21) days to comment on that material. This timeframe may be extended in exceptional circumstances.

(d) An employee may seek advice and assistance in this situation. If the employee is a union member they may seek such advice and/or assistance from their Union. An employee will be allowed twenty-one (21) days to seek advice or assistance prior to the provision of any response. This timeframe may be extended in exceptional circumstances.

4.11.4 Actions as a Result of Informal Meeting

(a) After consideration of the employee's response in the informal meeting, the employer may request that the employee provide (within a reasonable period of time) a certificate from their doctor relating to their health and their ability to perform the inherent requirements of their position;

(b) Where the employee agrees, the employer may consult with the employee's medical practitioner to: assist in the resolution of any concerns; and/or enable effective management of the employee's capacity to undertake the requirements of the position or to work safely.

(c) The employer will provide the employee with a reasonable period of time during which the employer may monitor the employee's work.

(d) Where this process proceeds beyond the informal meeting referred to in clause 4.11.3 the employer will appoint an appropriate person who is not part of the decision making process to act as a case manager. A role of the case manager will be to assist in ensuring adherence with the principles identified in clause 4.11.1.

4.11.5 Further Medical Information may be Sought

If, after following the steps in clause 4.11.4, the employer continues to hold reasonable concerns, the employer may:

(a) require further evidence of mental or physical illness or disability; and/or

(b) request that the employee to obtain an opinion from another doctor at the employer's cost; and/or

(c) require the employee, at the employer's expense, to attend a medical examination to be performed by a doctor who is mutually agreed between the employer and the employee; and

(d) where the process moves to the steps in this clause (clause 4.11.5) the employer will appoint a case manager (this could be a rehabilitation coordinator) whose role will be to ensure that the employee is treated sensitively and with respect throughout the process.

4.11.6 Where a Medical Examination is Required

Where the employer requires an employee to undergo a medical examination in accordance with clause 4.11.5 (c) the following will apply:

(a) The employee will be given at least fourteen (14) days notice of the date on which the medical examination will occur;
(b) Where it is necessary to extend the quantum of notice, the employee will be provided with such longer period of notice as is reasonable;

(c) The employee will be provided with a clear statement of the purpose of obtaining the medical report, and of possible outcomes affecting the employee’s employment position and rights;

(d) the employee will be provided with information detailing the process to be undertaken following the receipt of the medical report by the employer. This is listed in 4.11.9;

(e) the employee will be advised of the steps the employer will take to ensure the confidentiality/privacy of the information contained in the medical report; and

(f) the employee will be provided at the same time as the doctor with all correspondence and the full brief of information provided to the appointed doctor.

(g) The information or advice identified in paragraphs (c) to (f) above must be provided, in writing, at least 14 days prior to the date of the medical examination.

4.11.7 Advice to Doctor Performing the Medical Examination

(a) The doctor who is to perform the medical examination is to be properly briefed in writing and given a copy of all relevant supporting documentation.

(b) The Doctor will be provided with a description of the employee’s role, duties and responsibilities, an outline of the work environment (if relevant) and a chronology of events leading up to the requirement for the medical examination. The written brief will explicitly outline the genuine occupational requirements of the core duties of the employee’s position.

(c) The brief will explicitly request that the doctor address only the medical issues which relate to the genuine occupational requirements of the employee’s position.

4.11.8 Information to be Requested from the Doctor Performing the Medical Examination

The written request to the doctor will seek:

(a) an opinion as to whether the employee has a mental or physical illness or disability that may adversely affect the employee’s performance of the genuine occupational requirements of the position;

(b) an opinion as to the likely direct or indirect effect of the illness or disability on the employee’s performance of the genuine occupational requirements of the position;

(c) an estimate of how long the illness or disability or its effects are likely to last.

4.11.9 Disclosure of Medical Report

The employer must give the employee a copy of the report as soon as practicable after receiving it. The employee may provide other medical reports (at the employee’s expense) for consideration by the employer at the same time as the employer considers the medical report.

4.11.10 The employer will give consideration to the medical report identified in 4.11.8 and 4.11.9. Such consideration will be subject to consultation with the employee and will give careful attention to any submissions made by or on behalf of the employee.

4.11.11 Following consideration of the medical report the employer may:

(a) take no action;
(b) assist the employee to make a workers compensation claim;

(c) provide assistance to the employee so as to enable the employee to perform their duties;

(d) offer appropriate redeployment to the employee; or

(e) terminate the employment

Effective management may include reasonable workplace adjustments which do not impose an unjustifiable hardship on the employer and/or other employees. The employer will make reasonable workplace adjustments in consultation with the employee.

4.11.12 An employee may wish to include a support person or representative of their choice during any part or component of this process.

4.11.13 The provisions of clause 3.2 of this Agreement (Dispute Avoidance and Grievance Procedure) will apply to any grievance or dispute arising under, or in relation to the implementation of, this clause (clause 4.11).

4.11.14 This clause (clause 4.11) does not apply where an employee has made a claim, is contesting a rejected claim, or has an accepted workers compensation claim and whose duties and capacity are regulated by the applicable workers compensation legislation.

PART 5 – LEAVE PROVISIONS

5.1 Long Service Leave

5.1.1 It is the policy of the Employers and Unions that Long Service Leave should be taken as soon as possible after it accrues.

5.1.2 Approval for Long Service Leave is given by the Principal taking into account the needs of the school. Under normal circumstances it will be taken as:

(a) One ten (10) week school term.

(b) One ten (10) week school term with cash payment to acquit any unused leave entitlement up to a maximum of three weeks.

(c) One school semester (two full terms). This may be taken as:

(i) A period of LSL where the employee has sufficient entitlement;

(ii) A period of paid LSL and a period of unpaid leave;

(iii) The employee accessing a period of LSL at half pay (as provided by clause 5.1.6);

(iv) Any combination of (a), (b) and (c) above.

5.1.3 Minimum Period

(a) Subject to clause 5.1.2 (b), Long service leave can be taken for a period of not less than four (4) weeks.

(b) In exceptional circumstances an employee may apply for a shorter period of long service leave. Approval of a shorter period of long service leave shall be at the Principal's discretion and with the approval of the long service leave fund.

5.1.4 An employee's entitlement to long service leave may be accessed after eight (8) years, provided that such leave is taken as one full school term, and that no further long service leave will be granted until another full five (5) years' entitlement has accrued.
5.1.5 Application for long service leave is to be in writing no less than one (1) semester in advance, unless otherwise mutually agreed.

5.1.6 Long Service Leave at Half Pay

(a) Employees may, at the discretion of the Principal, take long service leave at half pay. This would result in the employee accessing double the period of leave which would otherwise be applicable.

(b) Where an employee accesses a period of long service leave at half pay, the total period of leave so taken will be treated as equally periods of paid leave and leave without pay (LWOP) for the purpose of calculating all other entitlements due to the employee.

5.1.7 Payment

(a) Employees taking any long service leave will be entitled to have pay for the period absent either:

(i) On the payday immediately before he/she commences the leave in one lump sum; or

(ii) Each fortnight as per normal pay periods.

(b) Where an employee accesses a period of long service leave at half pay, the payment options in 5.1.7 (a) will continue to apply. However, where option (b) is used the pay each fortnight will be half of the pay which would otherwise be paid to the employee.

5.1.8 Illness during long service leave

(a) Where an employee falls ill during a period of long service leave the employee may request to have a period of long service leave reaccredited and sick leave used (if available) for the period of the illness.

(b) A request under this clause (clause 5.1.8) can only be made where the duration of the illness is five (5) consecutive working days, or more; and a medical certificate is provided to the employer verifying the illness and days of the illness.

5.2 Public Holidays

An employee shall be entitled to holidays on the following days:

5.2.1 New Year’s Day, Good Friday, Easter Saturday, Easter Monday, Christmas Day and Boxing Day; and

5.2.2 The following days as prescribed in the Territory: Australia Day, Anzac Day, Queen’s Birthday and May Day;

5.2.3 Show Day and Picnic Day as prescribed in the Territory or locality;

5.2.4 When Christmas Day is a Saturday or a Sunday, a holiday in lieu thereof shall be observed which is generally observed in a locality as a substitute for any of the said days respectively;

5.2.5 When Boxing Day is a Saturday or a Sunday, a holiday in lieu thereof shall be observed which is generally observed in a locality as a substitute for the said day;

5.2.6 When New Years Day or Australia Day is a Saturday or a Sunday, a holiday in lieu thereof shall be observed which is generally observed in a locality as a substitute day for any of the said days respectively.
5.2.7 Where in the Territory or locality, public holidays are declared or prescribed on days other than those set out in 5.2.1, those days shall constitute additional holidays for the purpose of this Agreement.

5.2.8 By agreement between the employer and the majority of employees in the relevant enterprise or section of the enterprise, an alternative day may be taken as the public holiday in lieu of any of the prescribed days.

5.3 Annual Leave

5.3.1 Every employee (other than a casual employee) covered by this Agreement shall, at the end of each school year, be entitled to an annual holiday on full pay of six weeks, or a proportionate part thereof for service less than a school year. An annual leave loading shall be included in the last payment made prior to the Christmas vacation.

5.3.2 The annual leave loading shall be 17.5% of four weeks salary, at the rate of pay applicable at the time of payment or an equivalent pro rata amount.

5.3.3 Subject to the provisions of this clause, on the day succeeding the last day on which a member's school is open, in any calendar year, there accrues to the member who has been employed for the entire school year of a continuous basis, an annual leave credit of six weeks.

5.3.4 Unless otherwise directed by the employer, members based in schools shall be deemed to be on annual leave on and from the day succeeding the last day on which a member's school is open in a calendar year. The period of annual leave shall be to the limit of available credits, or to the day preceding the first day on which a member's school is open in a calendar year.

5.3.5 Periods of unpaid leave of five days or more shall not normally count as service for the purpose of accrual of annual leave. Where leave is granted, the employer shall determine whether the period shall count as service for any purpose.

5.3.6 An employee called in to work during a time when the school is on official holidays will reach an agreement with the employer on the specific conditions of such service.

5.3.7 The benefits prescribed by clause 6.8 will be taken into account when calculating the benefits due to an employee under this clause.

5.4 Parental Leave

The provisions of this clause apply to full-time and regular part-time employees, and eligible casual employees, but do not apply to casual employees.

Subject to the terms of this clause and the agreement of the employer, employees are entitled to maternity, paternity and adoption leave and to work part-time in connection with the birth or adoption of a child.

5.4.1 Definition of Eligible Casual Employee

An eligible casual employee means a casual employee employed on a regular and systematic basis for an ongoing period of employment during a period of at least twelve months, and that the employee has, but for the pregnancy or the decision to adopt, a reasonable expectation of ongoing employment.

(a) For the purpose of this clause continuous service is work for an employer on a regular and systematic basis (including any period of authorised leave or absence).

(b) An employer must not fail to re-engage a casual employee because:

(i) the employee or employee's spouse is pregnant; or
(ii) the employee is or has been immediately absent on parental leave.
(c) The rights of an employer in relation to engagement and re-engagement of casual employees are not affected, other than in accordance with this clause

5.4.2 Definitions

(a) For the purpose of this clause child means a child of the employee under the age of one year except for adoption of a child where 'child' means a person under the age of sixteen (16) years who is placed with the employee for the purposes of adoption, other than a child or step-child of the employee or of the spouse of the employee or a child who has previously lived continuously with the employee for a period of six months or more.

(b) Subject to 5.4.2 (c), in this clause, spouse includes a de facto or former spouse.

(c) In relation to 5.4.7, spouse includes a de facto spouse but does not include a former spouse.

5.4.3 Basic Entitlement

(a) After twelve months continuous service, parents are entitled to a combined total of 52 weeks unpaid parental leave on a shared basis in relation to the birth or adoption of their child. For females, maternity leave may be taken and for males, paternity leave may be taken. Adoption leave may be taken in the case of adoption.

(b) Subject to 5.4.5, parental leave is to be available to only one parent at a time, in a single unbroken period, except that both parents may simultaneously take:

(i) for maternity and paternity leave, an unbroken period of up to one week at the time of the birth of the child;

(ii) for adoption leave, an unbroken period of up to three weeks at the time of placement of the child.

5.4.4 Maternity Leave

(a) Any employee (other than a casual employee) who has, or will have, completed at least twelve (12) months continuous service with the employer immediately before the date of birth (or expected date of birth) will be entitled to payment of fourteen (14) weeks paid Maternity Leave. The provisions (i) to (vii) below will apply.

(i) The payment for maternity leave may be taken in a form which is agreed with the employer. (For example, the paid maternity leave may be taken as fourteen weeks at the ordinary rate of pay, or twenty-eight weeks at half pay, or over any other period which is agreed with the employer.)

(ii) An employee who accesses paid maternity leave may be paid either fourteen (14) weeks as a lump sum at the beginning of such leave, on a fortnightly basis or over any other period as agreed with the employer.

(iii) No matter what payment method for leave is agreed, paid maternity leave will be recorded as fourteen (14) weeks, and count as fourteen (14) weeks service for annual leave and sick leave entitlements, plus 'leave without pay' if any such leave is taken.

(iv) Employees will be paid for the fourteen weeks paid maternity leave at the rate that would have received had they continued working for a further fourteen weeks.

(v) The fourteen week period of the paid maternity leave will be inclusive of any public holidays which fall within that period.

(vi) The fourteen (14) weeks paid maternity leave does not count towards the calculation of incremental progression and Long Service Leave.

(vii) The employer will provide written advice to the employee, within thirty (30) days of completing such leave, identifying the employee's:
a. anniversary date for the purpose of calculating annual leave and sick leave entitlements;
b. anniversary date for the purpose of calculating incremental progression and long service leave entitlement; and
c. accrued annual leave, sick leave and long service leave entitlements as at the date of their return to work.

(b) Such an employee shall also be entitled, in conjunction with the paid maternity leave entitlement, up to 104 weeks of unpaid maternity leave, under the following conditions:

(i) That the employee shall initially indicate their intended period of unpaid leave upon applying for leave;
(ii) Should the employee's intentions change they must give at least a school semester's notice; and
(iii) Should the employee's intentions change or intended leave is longer than 12 months, the employee will be able to return to a basic position within the Catholic system of equivalent status as before leave was taken. Where possible, this position shall be at the same school, however, if no position is available a suitable alternative will be offered at the level of the employee's position at the point of commencing the period of leave will be provided.
(iv) Such a return to work does not guarantee reinstatement of a position of responsibility if the contract period of tenure in a position of responsibility has expired.

(c) For an employee to access further paid maternity leave, she must for each occasion return to work for another continuous 12 month period.

(d) The provisions of this clause will operate with the Federal Government's Paid Parental Leave Scheme and will be implemented consistent with the legislation.

5.4.5 Special Maternity Leave

(a) Where the pregnancy of an employee not then on maternity leave terminates after 28 weeks other than by the birth of a living child, then the employee may take unpaid special maternity leave of such periods as a registered medical practitioner certifies as necessary.

(b) Where an employee is suffering from an illness not related to the direct consequences of the confinement, an employee may take any paid sick leave to which she is entitled in lieu of, or in addition to, special maternity leave.

(c) Where an employee not then on maternity leave suffers illness related to her pregnancy, she may take any paid sick leave to which she is then entitled and such further unpaid special maternity leave as a registered medical practitioner certifies as necessary before her return to work. The aggregate of paid sick leave, special maternity leave and parental leave, including parental leave taken by a spouse, may not exceed 52 weeks.

5.4.6 Paternity Leave

(a) An employee will provide to the employer at least ten weeks prior to each proposed period of paternity leave, with:

(i) a certificate from a registered medical practitioner which names his spouse, states that she is pregnant and the expected date of confinement, or states the date on which the birth took place; and
(ii) written notification of the dates on which he proposes to start and finish the period of paternity leave; and
(iii) a statutory declaration stating:
a. he will take that period of paternity leave to become the primary caregiver of a child;
b. particulars of any period of maternity leave sought or taken by his spouse; and
c. that for the period of paternity leave he will not engage in any conduct inconsistent with his contract of employment.

(b) The employee will not be in breach of 5.4.6 (a) if the failure to give the required period of notice is because of the birth occurring earlier than expected, the death of the mother of the child, or other compelling circumstances.

(c) An employee shall be entitled to take one (1) week paid paternity leave in addition to any unpaid parental leave taken as provided at 5.4.3 (a). The taking of such leave shall be consistent with the National Employment Standard.

5.4.7 Adoption Leave

(a) The employee will notify the employer at least ten weeks in advance of the date of commencement of adoption leave and the period of leave to be taken. An employee may commence adoption leave prior to providing such notice, where through circumstances beyond the control of the employee, the adoption of a child takes place earlier.

(b) Before commencing adoption leave, an employee will provide the employer with a statutory declaration stating:

(i) the employee is seeking adoption leave to become the primary care-giver of the child;
(ii) particulars of any period of adoption leave sought or taken by the employee's spouse; and
(iii) that for the period of adoption leave the employee will not engage in any conduct inconsistent with their contract of employment.

(c) An employer may require an employee to provide confirmation from the appropriate government authority of the placement.

(d) Where the placement of child for adoption with an employee does not proceed or continue, the employee will notify the employer immediately and the employer will nominate a time not exceeding four weeks from receipt of notification for the employee's return to work.

(e) An employee will not be in breach of this clause as a consequence of failure to give the stipulated periods of notice if such failure results from a requirement of an adoption agency to accept earlier or later placement of a child, the death of a spouse, or other compelling circumstances.

(f) An employee seeking to adopt a child is entitled to unpaid leave for the purpose of attending any compulsory interviews or examinations as are necessary as part of the adoption procedure. The employee and the employer should agree on the length of the unpaid leave. Where agreement cannot be reached, the employee is entitled to take up to two days unpaid leave. Where paid leave is available to the employee, the employer may require the employee to take such leave instead.

(g) An employee is entitled to fourteen (14) weeks of paid leave for an adoption in addition to any unpaid parental leave taken as provided at 5.4.3 (a). The taking of such leave shall be consistent with the National Employment Standard.

5.4.8 Variation of Period of Parental Leave
Where an employee takes leave under 5.4.3, unless agreed otherwise between the employer and employee, an employee may apply to their employer to change the period of parental leave on one occasion. Any such change shall be notified at least four weeks prior to the commencement of the changed arrangements. Nothing in this clause shall detract from any entitlements outlined in 5.4.3.

5.4.9 Parental Leave and Other Entitlements

An employee may in lieu of or in conjunction with parental leave, access any annual leave or long service leave entitlements which the employee has accrued subject to the total amount of leave not exceeding 52 weeks.

5.4.10 Transfer to a Safe Job

(a) This subclause applies whenever the present work of a female employee is, because of her pregnancy, a risk to the health or safety of the employee or of her unborn child (the risk period).

(b) The assessment of the risk is to be made on the basis of:

(i) A doctor’s certificate given by the employee to the employer; and
(ii) The employer’s obligations under the applicable Work Health and Safety legislation.

(c) If there is an appropriate safe job available the employer must transfer the employee to that job for the duration of the risk period with no change to the employee’s terms and conditions of employment.

(d) If there is no appropriate safe job available the employee is entitled to take paid no safe job leave for the risk period.

(e) If the employee takes paid no safe job leave for the risk period, the employer must pay the employee at the employee’s ordinary rate of pay (for the position she occupied prior to the transfer) for the risk period.

(f) If the employee’s pregnancy ends before the end of the risk period, the risk period ends when the pregnancy ends.

5.4.11 Long Service Leave in Conjunction with Maternity Leave:

Where a staff member has an entitlement to long service leave at eight (8) years of service the employee may apply to take leave at the end of the employees maternity leave. The employee shall give not less than ten (10) weeks notice in writing prior to the commencement of maternity leave of her intention to claim paid long service leave.

5.5 Personal Leave

The provisions of this clause apply to full-time and regular part-time employees, but do not apply to casual employees.

5.5.1 Amount of Paid Personal Leave

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

(i) personal illness or injury (sick leave); or
(ii) for the purposes of caring for an immediate family or household member who is sick and requires the employee’s care and support (carer’s leave); or
(iii) bereavement on the death of an immediate family or household member (bereavement leave); or
(iv) Emergency Leave; or
(v) Family Leave.

(b) Personal leave of:

(i) twenty days will be available in the first year of service;
(ii) twenty days will be available per annum in the second and subsequent years of service.

(c) In any year unused sick leave component of personal leave accrues at the rate of:

ten days less the quantum of the sick leave component taken from the current year’s personal leave entitlement in that year.

(d) In any year the unused non sick leave component of personal leave shall not accrue.

5.5.2 Immediate Family or Household

(a) The entitlement to use personal leave for the purposes of carer’s or bereavement leave is subject to the person being either:

(i) a member of the employee’s immediate family; or
(ii) a member of the employee’s household.

(b) The term immediate family includes:

(i) spouse (including a former spouse, a de facto spouse and a former de facto spouse) of the employee. A de facto spouse means a person of the opposite sex to the employee who lives with the employee as his or her husband or wife on bona fide domestic basis; and
(ii) child or an adult (including an adopted child, a stepchild or an ex-nuptial child), parent, grandparent, grandchild, or sibling of the employee or spouse of the employee.

(c) In addition the definitions of immediate family and household in the National Employment Standards shall apply.

5.6 Sick Leave

5.6.1 An employee is entitled to use up to ten days of their personal leave entitlement as sick leave in the first year of service and ten days in the second and subsequent years of service.

5.6.2 An employee is entitled to use the accumulated sick leave component for the purposes of sick leave where the current year’s sick leave entitlement has been exhausted.

5.6.3 Application for sick leave shall be in writing, and if sick leave is applied for with pay, the application, where the absence exceeds two consecutive days or the employee has previously been absent for an aggregate of six (6) days without production of a medical certificate during the current year of service, shall be accompanied by a medical certificate or other satisfactory evidence if requested. In the event the days taken as sick leave are connected to a public holiday the employer will require a medical certificate.

5.6.4 Should an employee be absent from work on account of sickness or accident, it shall be necessary for such an employee to notify the employer or authorised agent prior to the ordinary commencing time of work wherever practicable.

5.7 Carer’s Leave

5.7.1 An employee is entitled to use up to five days personal leave each year as carer’s leave.

5.7.2 An employee may take unpaid carer’s leave by agreement with the employer.
5.7.3 Application for Carer’s leave shall be in writing. Where the absence exceeds two consecutive days the employer may request evidence of the need to access Carer’s Leave. Such evidence can be either: a medical certificate; a statutory declaration; or other satisfactory evidence that the employee is providing care and support to a member of the employee’s family or household.

5.8 Bereavement Leave

5.8.1 An employee is entitled to use up to three days personal leave as bereavement leave on each save that any leave taken as emergency leave shall be counted for the purposes of this limit.

5.8.2 An employee may be required to provide his or her employer with satisfactory evidence of such death.

5.8.3 An employee may, at the discretion of the employer, be entitled to take a further two days for bereavement leave from their personal leave if the employer is satisfied that, because of the remoteness of the Northern Territory from the place where the employee is going, the additional days are necessary to enable the employee to travel to that place and return to the Northern Territory.

5.9 Emergency Leave

Emergency leave of up to five (5) days may be granted from personal leave at the discretion of the employer, in cases of domestic emergency because of the remoteness of the Northern Territory.

5.10 Family Leave

5.10.1 An employee is entitled to up to three (3) days paid leave per annum from their personal leave to attend functions or events involving members of the employees immediate family (as defined) where such members of the immediate family are located outside the Northern Territory.

5.10.2 Evidence of the significant nature of the family function or event shall be provided to the employer

5.11 Domestic Violence Leave

5.11.1 Leave

(a) The employer is bound by the mandatory reporting requirements of adult domestic violence under the relevant legislation.

(b) An employee, who is experiencing domestic violence, will have access to a maximum of five (5) days per year non-cumulative of paid special Domestic Violence Leave in order to address related matters including, but not limited to:

   (i) attending medical and / or counselling appointments;
   (ii) sourcing alternative accommodation;
   (iii) accessing legal advice;
   (iv) attending legal proceedings;
   (v) organising alternative care for members of their immediate family or household;
   (vi) organising alternative education arrangements for their children;
   (vii) rebuilding support networks; and
   (viii) other issues related to the personal crisis.

(c) This leave will be taken from the employees existing personal leave entitlement and may be taken as consecutive or single days or as a fraction of a day and all
reasonable requests will be approved. An employee, if eligible, may access long service leave for the purposes of this provision.

(d) Employees can also access existing leave entitlements (including but not limited to abovementioned purposes, without the usual notice requirements.

(e) It is not mandatory for the employee to have exhausted other forms of paid leave prior to accessing Domestic Violence Leave.

5.11.2 Supporting another person experiencing domestic violence

(a) An employee who supports a person experiencing domestic violence may use their existing carer’s leave to accompany the person on activities related to that personal crisis, or to mind the children of the person to enable them to undertake activities related to such significant matter.

(b) This sub-clause applies only where an employee supports a person who is a member of their immediate family or household.

5.12 Study Leave

5.12.1 An employee, who for the purpose of furthering his or her training and after the first twelve months of employment, shall be entitled to apply for up to six hours per week leave on full pay to attend lectures at any educational institution for a course approved by the employer. Approval of the leave will be at the discretion of the employer.

5.12.2 An employee shall be entitled to leave without pay not exceeding twelve months for study purposes with the approval of the employer without loss of any accrued benefits.

5.13 Examination Leave

Employees may be granted up to five (5) days leave with pay to attend examinations for courses associated with their professional development. Such leave is only for travelling to and from a local examination centre plus the examination time.

5.14 Community Services Leave

5.14.1 Employees are entitled to Community Services Leave in accordance with the National Employment Standards (NES), as varied or replaced from time to time.

5.14.2 Employees can apply for Community Service Leave for:

(a) Jury service as required by or under Commonwealth or Territory legislation;

(b) Emergency service or management activities where the employee is a member of the Territory Emergency Service, voluntary member of a local fire fighting unit, a Rural Fire Brigade, auxiliary of a Fire Brigade, Honorary Ambulance Officer or St John Ambulance Officer Volunteer and the employee is called out for emergencies, to fight local fires or where an emergency situation or state of disaster has been declared. Taking such leave shall be done in consultation with the Principal; or

(c) Any other activity deemed by the employer as being a Community Service activity.

5.14.3 Paid leave is not available for training purposes; however, unpaid leave may be granted at the employing authority’s discretion.

5.14.4 Employees shall be paid for the initial ten (10) days of Community Service Leave accessed. Periods beyond the ten (10) days will be taken as unpaid leave.

5.14.5 Where an employee is called for Jury Service and receives a payment for that service the payment received shall be remitted to the employer.
5.14.6 Approved unpaid Community Service Leave will not break continuity of service provisions.

5.14.7 If an employee will be absent from work for reasons detailed at 5.14.2 he/she shall be required to notify the employer as soon as reasonably practicable.

5.14.8 Employees absent from work under this clause shall provide reasonable evidence to the employer that the activity is an eligible community service activity detailed at 5.14.2.

5.15 Leave Without Pay

5.15.1 Leave without pay not exceeding a total of five working days annually shall be granted at the discretion of the Principal.

5.15.2 For periods of 6 months to 12 months leave without pay shall be applied for and granted at the discretion of the Principal after discussion with the Director of Catholic Education, Darwin.

5.15.3 Leave without pay exceeding five working days annually will not be counted towards accrued service.

5.15.4 The maximum Leave Without Pay granted by a Principal will be 12 months. Longer periods of Leave Without Pay can only be granted on application to the Director of Catholic Education, Darwin.

PART 6 – CONDITIONS SPECIFIC TO TEACHING STAFF

6.1 Provisions Relating to Part Time and Casual Teachers

6.1.1 The following provisions relate to the employment of a part time teacher:

(a) A part-time employee is an employee who is engaged to work on a regular basis for less than, but not more than 90% of, the hours of a full-time employee in the school. A part time employee will not be employed for more than 90% of a full time teaching load.

(b) A part-time employee is entitled to the benefits under this award on a pro rata basis. The pro rata basis will be calculated by dividing the number of face-to-face teaching hours prescribed for the part-time employee by the usual number of face-to-face teaching hours prescribed for a full-time employee.

(c) A part time employee will be employed on a fractional basis.

(d) An employer cannot vary a part-time employee’s teaching load or days of attendance unless:

(i) the employee consents; or
(ii) where such a variation is required as a result of a change in funding, enrolment or curriculum, the employer provides five weeks’ notice in writing. Where the change would result in a reduction in salary, the salary of the teacher is maintained for a period of five weeks.

6.1.2 The following provisions relate to the employment of a casual teacher:

(a) casual employment means employment on a day-to-day basis for a period of not more than four consecutive weeks, or four consecutive term weeks in the case of a teacher in a school.
(b) casual engagement may be extended by agreement between the teacher and the employer provided the total period of the engagement does not exceed one school term in the case of teachers in a school or a total of 10 weeks in any other case.

(c) The rates of pay for a casual employee will be calculated as follows:

Hourly Rate: \( \frac{(A + 25\%)}{60} \)

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<tr>
<th>Tier</th>
<th>Level of Experience</th>
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<tr>
<td>1</td>
<td>Less than three years experience</td>
<td>CT 1 annual salary x 12 x 313</td>
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<td>2</td>
<td>Three to six years experience</td>
<td>CT 2 annual salary x 12 x 313</td>
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<tr>
<td>3</td>
<td>More than six years experience</td>
<td>CT 3 annual salary x 12 x 313</td>
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(d) The minimum engagement for a casual will be three (3) hours.

6.2 Appointment

No teacher shall be required to teach in any discipline for which he/she is not trained, without his/her consent. No teacher shall be discriminated against or penalised in any way by reason of any refusal or failure to consent to teach a subject for which he/she is not trained.

6.3 Induction Procedures

6.3.1 There will be an induction period of three school terms for any teaching staff newly appointed to a Catholic school in the Northern Territory.

6.3.2 The Principal must follow a structured induction program which includes meetings with the staff member and mentor and will provide such professional and other assistance as the Principal and mentor considers necessary.

6.4 Teacher Accreditation

The parties agree that all teachers employed as of August 1997, whether teachers of religious education or not, will gain Teacher Accreditation A in the Diocese of Darwin. Those teaching religious education will gain Accreditation B to start within two (2) years of their initial appointment and be completed within three (3) years of appointment.

6.5 Credit for Other Service

6.5.1 Teaching Service and Other Industry Experience

Full time service in a recognised teaching institution other than a recognised school or in a field directly related to teaching which is relevant to the position the teacher is employed in (e.g. employment as a musician for a music teacher, employment in a trade for industrial arts teacher), shall count as service on the basis of one service increment for each three years of full-time employment in that other service, up to a maximum of four increments.

6.5.2 Timely Notification of Experience

It is imperative that employees provide, in a timely manner, documentary evidence of experience which will enable an employer to identify the appropriate salary for an employee.
An employee shall be paid at the rate of pay consistent with information provided until further supporting documentary evidence is provided to the employer.

(a) Timely Notification of Previous Relevant Service

(i) Employees will provide their employer with timely written advice along with supporting documentary evidence of relevant employment service which would be relevant to determining the employee’s rate of pay.

(ii) If an employee does provide supporting documentary evidence regarding previous relevant service within three (3) months of commencement of service with the employer, payment for the adjustment will be effective from the date of commencement with the employer.

(iii) If an employee does not provide supporting documentary evidence regarding relevant service within three (3) months of commencement then any payment relating to that service will be applied from the date of receipt of notification from the employee.

(iv) Supporting documentary evidence of previous relevant service should include statements of service. A statement of service from each previous employer(s) should be provided. A statement of service is normally the appropriate proof of prior service and satisfies the criteria at clause 6.5.2 (b) below.

(v) A statutory declaration may be submitted in lieu of a statement of service in instances where an individual is unable to obtain the necessary documentation from a previous employer. For instance, a school and its records may no longer exist or exist in an area of civil disturbance or natural disaster. A statutory declaration may be submitted only after the employer is satisfied that the employee has exhausted all reasonable avenues to obtain a statement of service. Where a statutory declaration is accepted it should satisfy the criteria at clause 6.5.2 (b) below. The circumstances preventing the employee from obtaining the necessary documentation should be noted and retained with the application.

(b) Statement of Service

The statement of service should:

(i) be an original or certified copy of an original document;
(ii) be provided on the official letterhead of the Authority responsible for the school or institution and it must be signed and dated by the employer or an authorised person;
(iii) specify the position held;
(iv) specify the period of employment;
(v) specify the exact nature of the employment e.g. full-time, part-time, casual, etc. and provide a detailed description of the teaching or other relevant duties performed;
(vi) detail whether the employment was part-time and if so the number of hours worked per week or their full-time equivalent, or the total number of hours paid for the total period of employment;
(vii) detail whether the employment was casual and if so the total number of hours paid for the total period of employment;
(viii) indicate any periods of unpaid leave that were taken; and
(ix) specify whether any leave without pay was taken and the period when this leave without pay occurred. If no periods of leave without pay were taken, the statement must show that ‘no leave without pay was taken’.

(c) Duty to Notify

All new employees will be given at the time of appointment a document detailing the requirements with regards to timely notification of previous relevant service.
6.6 Three Year Trained Teachers

6.6.1 Three year trained teachers may access teaching levels up to CT7 on the same basis as four year trained teachers.

6.6.2 Three year trained teachers may then access CT8 provided that:

(a) they have completed two years service at CT7; and

(b) have completed at least 40 hours of professional development

6.6.3 For the purposes of provision 6.6.2 above, the required level of professional development will be approved by the principal. It will include:

(a) at least meeting Teacher Accreditation A (or the equivalent) from the Professional Development offered by the Catholic Education Office or a commitment to complete such a program within two (2) years.

(b) documented participation over the previous three (3) years in at least forty (40) hours of other professional development courses which the principal deems are of direct benefit to the professional development of the teacher. A minimum of twenty (20) hours of the total of forty (40) shall have been courses undertaken in the teacher's own time.

6.7 Progression

6.7.1 A teacher shall progress annually to the next level within the teacher's salary range having regard to the acquisition and utilisation of skills and knowledge through experience in his or her teaching practice over the relevant period. The relevant period being forty (40) teaching weeks or the full time equivalent.

6.7.2 The skills and the professional knowledge will be demonstrated by meeting objective criteria developed between the parties and based on industry standards.

6.7.3 On confirmation of the upgrading of qualifications (i.e. from to three year to four year, four year to five year) a teacher will move to the appropriate point on the classification scale commensurate with their qualifications and the intent of 6.7.1 and 6.7.2 at the commencement of the next pay period.

6.8 Payment for Full Year or Proportion of Year

6.8.1 A teacher will be paid from the first day they are required to attend for duty.

6.8.2 A teacher who has taught (or who has been granted paid leave) for the full academic year will be paid for the full calendar year.

6.8.3 A teacher who is employed for less than a full calendar year will be paid the proportion of the teacher's annual salary of that year that the teacher's service, excluding school vacations, bears to an academic year.

6.8.4 The proportional payment identified in clause 6.8.3 will be calculated using the salary which the teacher was receiving immediately before cessation of employment.

6.8.5 For the purposes of this clause an academic year is deemed to be 40 weeks, except in a calendar year where there are 41 scheduled teaching weeks.

6.9 Stand Down

6.9.1 Teacher's completing the full school year (40 teaching weeks) will be paid the full six weeks stand down. All other staff will be paid on a pro rata basis. Because stand down is paid at the
end of each term/semester a teacher resigning during the school year may have been paid more stand down than entitled. In such cases these funds will be recovered from a teacher's final payment.

6.9.2 Where a teacher is employed from the beginning of Semester 2, and has not been paid the two (2) weeks stand down for the mid-year period, these two weeks will be paid when the teacher is paid their annual leave at the end of the school year.

6.10 Advanced Skills Classifications

6.10.1 Eligibility

(a) Teachers qualified in accordance with the criteria specified in the AST Peer Assessment Handbook, as amended from time to time, may apply for assessment for eligibility to hold Advanced Skills Teacher Level 1 classification in their sixth year of teaching or a three (3) year trained teacher with seven (7) years experience.

(b) Applicants must have a minimum of two (2) years experience within the Northern Territory Catholic Sector; or

(c) Applicants must have completed Accreditation A to teach in a Catholic School and/or Accreditation B if the employee is teaching Religious Education in their school.

(d) Applicants must have a demonstrated commitment to the Catholic Ethos and Mission Statement as defined by each Catholic Schools document.

(e) Teachers having held Advanced Skills Teacher Level 1 (AST 1) classification for four years may re-apply for Advanced Skilled Teacher Level 1 classification or apply for assessment for eligibility to hold Advanced Skills Teacher Level 2 (AST 2) classification.

(f) Teachers eligible to hold either Advanced Skills Teacher Level 1 or Advanced Skills Teacher Level 2 classification may hold such classifications, in conjunction with holding, a Promotion (administrative) position, but will only receive the higher designated allowance.

6.10.2 Application Process

(a) AST 1

Week 5 term 1  
Handbooks dispatched to schools

Week 9 term 1  
Applicant notifies principal and submits names of three panel members

Week 10 term 1  
Peer Assessment Panel finalised and CEO notified

Week 3 term 2  
In-service conducted by Moderator for Panel Members and Applicants (Darwin) at CEO

Week 6 term 2  
In-service conducted by Moderator for Panel Members and Applicants (Alice Springs) OLSH College

(b) The Peer Assessment / Appeals shall occur by the following time frames:

Week 6 term 3  
Finalisation of Assessment Reports and forwarded to Moderator

Week 7 term 3  
Closing date for Appeals
**Week 8/9 term 3**
Appeals heard and decisions announced

**Week 10 term 3**
Applicants are advised of outcomes, as is Principal and Director, Catholic Education Office

**Week 2 term 4**
Announcement of successful AST Level 1 applicants in Catholic Education Circular. (After applicants have been individually notified of the decision regarding their application.)

(c) **AST 2**

**Week 6 term 2**
AST 2 Information sent to schools

**Week 8 term 2**
Applications and proposed panel members lodged with Principal

**Week 9 term 2**
List of applicants and panel members sent to Catholic Education Office

**Week 1 term 3**
AST 2 meeting at Catholic Education Office for applicants and panel members

**Week 2 term 3 – week 4 term 4**
AST 2 process and meetings.

**Week 5 term 4**
AST 2 reports due at Catholic Education office

**Week 6 term 4**
Closing date for appeals to be lodged at Catholic Education Office

**Week 7 term 4**
Appeals heard (if necessary)

**Week 8 term 4**
Applicants and Schools notified

(d) **AST 1 Renewal**

**Week 2 term 2**
AST 1 Renewal documents dispatched to schools

**Week 6 term 2**
Applications and proposed panel members lodged with Principal

**Week 7 term 2**
List of applicants and panel members sent to Catholic Education Office by Principal

**Week 8 term 2**
AST 1 Renewal process meeting at Catholic Education Office for applicants and panel members

**Week 1 – week 6 term 3**
AST 1 Renewal process occurs in schools as negotiated between applicant and panel

**Week 7 term 3**
AST 1 Renewal reports due at Catholic Education Office

6.10.3 The periods listed in 6.10.2 are the designated time for AST process. However, it is acknowledged that in certain circumstances the moderator may need to adjust the dates to support the needs of staff who have applied for AST recognition.

6.11 **Scheduled Face-To-Face Teaching**

6.11.1 Scheduled face to face teaching is defined as:
(a) All scheduled classes allocated to the teacher.

(b) Any sport/activities sessions allocated to the teacher, which are scheduled during normal class time.

(c) Any timetabled homeroom duties, school and year assemblies where such duties exceed a total of 60 minutes per week (or its equivalent per cycle).

6.11.2 In secondary schools scheduled face-to-face teaching shall not normally exceed 21 hours per week (or its equivalent per cycle).

6.11.3 In primary schools scheduled face-to-face teaching shall not normally exceed 24.5 hours per week. (Excluding three (3) hours release time.)

6.11.4 Part-time teaching staff shall be allocated face-to-face teaching time and non face-to-face duties pro rata to their FTE.

6.11.5 The limits contained in 6.11.2 and 6.11.3 may be exceeded for individual teachers subject to discussions with that teacher and a reduction in load to some other aspect of that teacher’s duties.

6.11.6 Provided that the parties to the Agreement have exhausted the processes in clause 3.2, Dispute Avoidance and Grievance Procedure, in the case of an unresolved dispute between the parties over the application of Clause 6.11 of the Agreement, either of the parties may refer the dispute to Fair Work Commission for conciliation and, if necessary and as a last resort, arbitration.

6.11.7 To avoid doubt, access to the arbitration powers of Fair Work Commission are only available to settle disputes over the application of Clause 6.11 in this Agreement.

6.12 Release Time for Primary

6.12.1 There will be a minimum of three (3) hours release time per week for primary school teachers.

6.12.2 Where possible teachers will be released in a block of:

(a) three hours; or

(b) one block of two hours and one block of one hour; or

(c) two one and half hour blocks; or

(d) three blocks of one hour; or

(e) in a configuration agreed between the teaching staff and the Principal.

This will be subject to: size of school, curriculum needs and availability of staff. Following consultation with the teachers affected, the Principal will determine the structure of release time.

6.12.3 The release time is for curriculum development.

6.12.4 Taking into consideration the points raised in clause 6.12.2, where possible staff from similar areas will be released for collaborative curriculum development work.

6.13 Extras

6.13.1 Teachers may be required to take up to 20 hours of “extras” per annum, with normally no more than one per week and normally no more than five (5) hours of extras per term.
Because of the varying demands from term to term for relief teachers and the limited number of relief teachers, this needs to be flexible.

6.13.2 A teacher who has met the requirement of 20 hours of extras or pro-rata (as provided in 6.13.1) before the end of the teaching year may elect to take on additional extras and be remunerated for those periods at their current hourly rate of pay.

6.13.3 The hourly rate referred to in 6.13.2 is the teacher’s annual rate prescribed in Schedule B divided by 26.089 to achieve a fortnightly rate, then divided by 60 to produce an hourly rate. This rate will only be used for the purposes of this clause (clause 6.13).

6.14 Statement of Service

6.14.1 Upon the termination of service of a teacher (other than a casual teacher), the Employer shall provide a statement of service.

6.14.2 Upon request, a casual teacher shall be supplied with a statement setting out the number of days of duty by the casual teacher during the period of the engagement provided such request is made during or on termination of the casual engagement.

6.15 Laptop Program for Teachers in Non-Remote Schools

6.15.1 The Catholic Education Office will make available to all teaching staff who are full time equivalent or with a teaching load greater than 50% access to a laptop.

6.15.2 The Laptop Program for Teachers is focused on encouraging teachers to effectively integrate the use of learning technologies into the classroom of the school.

The objective of this program is:

(a) To provide teachers with the means to become proficient users of Information Technology and to be able to integrate this into their teaching.

(b) To provide tools for teachers so they can consolidate their professional development and improve their skills and confidence levels.

6.15.3 The laptop will be owned by the Catholic Education (NT) for the three years, after which time it will become the property of the staff member.

6.15.4 All staff members must attend related Professional Development activities to be able to access this program.

6.15.5 The laptop will be supplied on a co-contribution scheme with the staff members contributing on a fortnightly basis to the purchase of the laptop over the three year period. The payment for the life of this agreement shall be $10.00 per fortnight.

6.15.6 All staff shall sign a usage agreement before receiving their computers and the serial number will be recorded at the Catholic Education Office.

6.15.7 If the staff member leaves the system in the first two years, the laptop remains the property of the system.

6.15.8 Teachers who do not return their laptop when ceasing employment will have the replacement costs deducted from their final pay.

6.15.9 If a staff member leaves in the third year of the program they can pay out the remaining contribution owed on the laptop and keep it.

6.15.10 If a staff member transfers to another school within the system (NT) they will be able to take their laptop with them.
6.15.11 The laptop is the property of the system for three years; therefore, the system will maintain the laptop and the licensing of software on the laptop. As a consequence of this service the school ICT will have complete access to all data on the laptop so the user will waive all rights of privacy of data on the laptop.

6.15.12 The laptop is covered under warranty and accidental damage for three years. If upon repair the manufacturer and the school / CEO considers the damage not to be accidental, and that the damage exceeds 30% of the value of the laptop, the school / CEO reserves the right to withhold issuing a laptop to this staff member.

6.15.13 The system will procure the laptops to be made available to staff. These will be the only laptops that can be used in the program.

6.15.14 If a teacher chooses not to participate in this program, the teacher will need to demonstrate to their Principal how they are incorporating ICT in their curriculum, teaching program and professional development.

6.15.15 In the third year of the program there will be a review of the effectiveness of and use of laptops in curriculum development and teaching delivery. Based on this review a decision will be taken regarding subsequent rollouts.

6.15.16 After three years the staff members will be able to access a new laptop if the program continues at the negotiated rate of that roll out.

6.16 Classroom Teacher 5 to Classroom Teacher 6 Progression

6.16.1 The school leadership team in consultation with the teacher shall discuss and assess the teacher’s professionalism against the National Professional Standards for teachers at the proficient level. The following shall apply for the CT5 to CT6 progression assessment:

(a) the teacher having a set of documented and regularly reviewed goals agreed with the Principal;

(b) evidence for reflection and review coming from a range of sources;

(c) regular formal and informal feedback on their performance; and

(d) the teacher’s contribution to the school community.

The Principal may authorise as part of this process a mentor and directed professional development for the teacher in one or more of these areas.

6.16.2 Professional development conducted as part of the assessment shall be organised in line with clause 4.5 of this Agreement.

6.16.3 Progression Process

STEP 1

An initial meeting is where goals will be established and professional development will be identified with the Principal or nominee. This initial meeting shall occur at the end of the CT4 year or at the beginning of the CT5 year.

STEP 2

The teacher will keep a log book during the CT5 year outlining the following:

(a) the goals set from the initial meeting with the Principal;
(b) evidence for reflection and review coming from a range of sources;

(c) the teacher's contribution to the school community for example, parent teacher interviews, co-curricular activities, camps etc.

STEP 3

A subsequent meeting mid year to review goals and professional development will occur. The teacher will submit their log to provide the Principal or nominee an update.

STEP 4

A final meeting will occur at the end of the year with the Principal or nominee. The teacher at this meeting will submit the final log book to the Principal or nominee for confirmation of progression to CT6.

STEP 5

The Principal or Nominee endorses the progression to CT6.

STEP 6

Where an employee is not granted progression to CT6 classification they shall be provided, in writing, reasons for the non-progression and an agreed time line shall be provided for meeting the expectations of progression to CT6.

The Principal may authorise as part of this process a mentor and directed professional development for the teacher in one or more of these areas.

STEP 7

Where an employee is not granted progression to CT6 classification they shall have the right to access the dispute resolution and grievance procedure outlined in clause 3.2 of this Agreement.

6.16.4 Transitional Provisions

Notwithstanding the provisions of clauses 6.16.1 to 6.16.3, the following transitional provisions will apply:

(a) where a teacher is classified as CT5 at the date of making this Agreement, that teacher will automatically progress to CT6 on either 1 January 2015, or after having served one year at CT5, which ever is the later.

(b) where a teacher, who is classified at CT4 completes one year of service at that classification in either term three or term four of 2014 (and hence progresses to CT5 in either term three or term four of 2014), that teacher will be able to commence the process to progress to CT 6 in accordance with clause 6.16.3.

6.17 Vocational Education and Training in Schools Employees

6.17.1 All employees shall be classified by the employer in accordance with the employee's skills, responsibilities and duties. Where an employee believes they have been wrongly classified they can apply to their Principal for a review. The review of the employee's classification level will be done in consultation with the Catholic Education Office. Disputes shall be settled using the Dispute Avoidance and Grievance Procedures in this Agreement.

6.17.2 Incremental Progression
Progression from one salary step to a higher salary step shall be by annual increment from VET/T1 to VET/T9, as outlined in clause 6.6 in this Agreement.

6.17.3 Qualifications of VETIS Teachers

(a) Trainers—Teaching VET

(i) Trainers shall hold the TAE40110 Certificate IV in Training and Assessment as a minimum qualification.
(ii) Trainers shall have the appropriate industry certificates demonstrate vocational competencies at least to the level being delivered and assessed.
(iii) Trainers shall demonstrate how they are continuing to develop their VET knowledge and skills as well as maintaining their industry currency and trainer/assessor competence.

(b) Trainers—VET Teaching Supervision

(i) Trainers work under the supervision of a trainer with the TAE40110 Certificate IV in Training and Assessment—Workplace Supervision skill Set or a TAE50111 Diploma of Vocational Education and Training.
(ii) Trainers hold the TAE10 TAE40110 - Certificate IV in Training and Assessment and/or Enterprise Trainer Skill Set.
(iii) Trainers must be able to demonstrate vocational competencies at least to the level being delivered and assessed as well as maintaining their industry currency.

(c) Assessors

(i) Assessors must hold the TAE10 TAE40111 Training and Assessment — Assessor Skill Set.
(ii) Assessors must hold the appropriate industry Certificates and be able to demonstrate vocational competencies at least to the level being assessed.
(iii) Assessors must be able to demonstrate how they are continuing to develop their VET knowledge and skills as well as maintaining their industry currency and assessor competence.

6.17.4 Recognition of prior non-teaching service and experience – VETIS Teachers

This clause applies to employees and applicants for the position of VETIS teacher.

(a) In accordance with this clause a teacher, or applicant for the position of VETIS teacher, may apply to have prior non-teaching service and experience recognised for the purposes of salary classification. Full time and part-time service and/or experience can be recognised.

(b) Where an existing employee successfully makes application for the recognition of prior non-teaching service in accordance with this clause 6.17.4, they will be paid at the adjusted rate.

(c) Any application for recognition of prior non-teaching service and experience must be made in accordance with clause 6.17.5 of this Agreement (Timely Notification of Experience below).

(d) A teacher or applicant for the position of VETIS teacher may seek recognition for multiple categories of prior non-teaching employment in one application.

(e) Applications for recognition of previous non-teaching service and experience should relate to employment in an area/s relevant to their current teaching role. Recognition will be given only to employment that ceased in the five (5) year period prior to the date of appointment.
(f) The relevance of the prior non-teaching experience must be demonstrated by the employee and accepted by the employer as being applicable to the current teaching role.

(g) For the purposes of this clause any prior non-teaching service as an apprentice or trainee will not be recognised as relevant prior service.

(h) Should prior non-teaching service and experience be recognised for salary classification purposes, any such recognised service will count on the basis of thirty-three percent (33%) or to a maximum of 66 teaching weeks.

6.17.5 Timely Notification of Experience

It is imperative that employees provide, in a timely manner, documentary evidence of experience which will enable an employer to identify the appropriate salary for an employee. An employee shall be paid at the rate of pay consistent with information provided until further supporting documentary evidence is provided to the employer.

(a) Timely Notification of Previous Relevant Service

(i) Employees will provide their employer with timely written advice along with supporting documentary evidence of relevant employment service which would be relevant to determining the employee’s rate of pay.

(ii) If an employee does provide supporting documentary evidence regarding previous relevant service within three (3) months of commencement of service with the employer, payment for the adjustment will be effective from the date of commencement with the employer.

(iii) If an employee does not provide supporting documentary evidence regarding relevant service within three (3) months of commencement then any payment relating to that service will be applied from the date of receipt of notification from the employee.

(iv) Supporting documentary evidence of previous relevant service should include statements of service. A statement of service from each previous employer(s) should be provided. A statement of service is normally the appropriate proof of prior service and satisfies the criteria at clause 6.17.5 (b) below.

(v) A statutory declaration may be submitted in lieu of a statement of service in instances where an individual is unable to obtain the necessary documentation from a previous employer. For instance, a school and its records may no longer exist or exist in an area of civil disturbance or natural disaster. A statutory declaration may be submitted only after the employer is satisfied that the employee has exhausted all reasonable avenues to obtain a statement of service. Where a statutory declaration is accepted it should satisfy the criteria at clause 6.17.5 (b) below. The circumstances preventing the employee from obtaining the necessary documentation should be noted and retained with the application.

(b) Statement of Service

The statement of service should:

(i) be an original or certified copy of an original document;
(ii) be provided on the official letterhead of the Authority responsible for the school or institution and it must be signed and dated by the employer or an authorised person;
(iii) specify the position held;
specify the period of employment;
(v) specify the exact nature of the employment e.g. full-time, part-time, casual, etc. and provide a detailed description of the teaching or other relevant duties performed;
(vi) detail whether the employment was part-time – and if so the number of hours worked per week or their full-time equivalent, or the total number of hours paid for the total period of employment;
(vii) detail whether the employment was casual – and if so the total number of hours paid for the total period of employment;
(viii) indicate any periods of unpaid leave that were taken; and
(ix) specify whether any leave without pay was taken and the period when this leave without pay occurred. If no periods of leave without pay were taken, the statement must show that 'no leave without pay was taken'.

6.17.6 Hours of Duty

The hours of duty for VETiS Teachers shall be as prescribed in clause 6.11 of this Agreement.

6.17.7 Professional Development and Training

Where VETiS teachers are required to undertake industry placement to gain or maintain accreditation to deliver vocational competencies, such placement will occur where possible during normal hours of duty. Where the professional development can be scheduled only outside of school time, the principal shall negotiate with the VETiS teacher prior to undertaking the relevant industry placement, arrangements which may include additional release time, timetable adjustments, time-in-lieu provision, adjustments to supervisions and release from other duties.

6.18 Meal Break

6.18.1 Teachers are entitled to a lunch break of at least 30 minutes or half the scheduled time (to be negotiated by each school), free of disruptions and meetings. Teachers are free to leave the school premises during this time provided they sign out and in again when they return.

PART 7 – CONDITIONS SPECIFIC TO SCHOOL OFFICERS

7.1 Hours of Duty

The ordinary hours of duty for school officers shall not exceed 37 hours, to be worked from Monday to Friday inclusive, between the hours of 8.00 a.m. and 4.30 p.m. each day.

7.2 Work Breaks
7.2.1 The parties agree that it is important that School Officers, particularly front office staff, have access to at least one work break of 30 minutes per day.
7.2.2 The Work Break shall be free from interruption and the employee may leave the school premises during this break.
7.2.3 The Principal shall ensure that adequate cover is arranged during such a break.
7.2.4 The timing of the break shall be established in consultation between the employee and the Principal.

7.3 Part Time Employees

Part-time school officers shall be entitled to a proportionate amount of annual leave, long service leave and personal leave as well as all statutory holidays which fall on normally designated days.

7.4 Casual

7.4.1 Casual school officers shall be paid for a minimum of two hours per engagement each day they are required to be on duty by direction of the employer.

7.4.2 The salaries of casual school officers shall be based on hours worked, determined in accordance with clause 4.2.

7.4.3 In addition to the rate prescribed in 7.4.2, the following salary payment shall be payable in lieu of annual leave, annual leave loading, personal leave and public holidays:

(a) 28% for all ordinary hours worked.

7.5 Reclassification

The parties agree to review and monitor with regard to the classification structure all current employees and positions during the life of this Agreement.

7.6 School Officer Classification Structure

7.6.1 Position Description

(a) School Officers are staff who are employed to provide administrative, clerical, technical and curriculum support roles in Catholic schools. School Officers may be regularly involved with assisting teachers directly or indirectly, but shall not be deployed instead of a teacher to conduct unsupervised classroom lessons or other duties of a supervisory nature normally performed by teachers.

(b) Classification for a School Officer shall be on the basis of a system wide assessment conducted by the Catholic Education Office of the work performed by an employee, taking into consideration the duties, skills, qualifications, and person specification of the position.

(c) School officers shall be provided with a position description consistent with that role which clearly and concisely details the tasks and duties for the position.

(d) Where a position description provides for "other duties that may be required" such other duties which may be undertaken shall be consistent with the position description and classification level of the position. An employee may agree to perform a duty which is not identified in the employee's classification, as defined in this agreement. Such duty will, for the purposes of this clause be described as 'other duty' and will not be in itself of such a substantive nature as would affect the classification of the position. The employee may only perform the other duty in relation to an identified task or project and for an agreed period.

(e) A further position description shall be provided to school officer staff upon progression to a higher level of duties.

7.6.2 Implementation

(a) All school officers shall be classified at the appropriate classification level and step.
(b) Where a school officer believes that their position has been wrongly classified because of the duties, skills and qualifications required they can apply to their Principal for a review. This will be done in consultation with the Catholic Education Office.

(c) When a school officer position becomes available, the Principal in consultation with the Catholic Education Office shall confirm the classification of that position prior to it being advertised.

7.6.3 Progression

(a) A school officer shall be classified within a level consistent with their duties, skills, qualifications and person specification of the position. They shall progress upon the completion of 12 months’ service (full time equivalent) to the next step within each level.

(b) For a school officer to progress to a higher classification level they must possess the skills and experience required to perform the duties at the higher classification level and be required in their employment to undertake the duties and use the skills at the higher classification level.

(c) An employee may apply to the Principal of the school to progress to a higher level by reference to the skills utilised by the employee and the duties performed.

(d) Without limiting the generality of the foregoing, the relevant criteria for progression may include:

(i) satisfactory performance
(ii) evidence of further training and or skills development
(iii) attendance at relevant in-service training where offered by the employer
(iv) duties performed are those required at the next level of classification.

(e) Where an employee applies to progress to a higher level, the Principal in consultation with the Catholic Education Office shall determine the application within one month of the date of receipt of the application. An employer shall outline reasons for unsuccessful applications.

(f) Progression to a higher classification level shall take place from the first full pay period on or after the date of approval by the Principal. The employee shall commence at the step in the new classification level which is next highest above their existing rate of pay.

(g) School officers who are required to perform duties at a higher classification level for a period in excess of ten (10) consecutive days shall be paid at the wage rate of the higher classification.

(h) The higher duties rate shall be paid from the point at which the employee begins undertaking higher duties until such time as the duties are no longer undertaken.

7.6.4 School Officer – Level 1 (Entry Level)

Level 1 employees are engaged in routine duties requiring a limited range of skills with no prior experience or training. A Level 1 employee works under direct supervision, and does not supervise students without a higher level school officer or teacher present.

Upon satisfactory performance, and after successful completion of training or equivalent experience, the school officer may progress from Level 1 to Level 2, depending on the classification of the current position.
(a) Indicative Duties may include:

(i) Basic filing, collating and sorting of mail, files, and books
(ii) Basic operation of standard office equipment such as photocopier, facsimile machines
(iii) Maintaining classrooms
(iv) Messenger duties

(b) Examples of skills required for this position include:

(i) Communication Skills:
   An ability to read and write in English
   An ability to perform simple numerical tasks
(ii) Interpersonal Skills:
     An ability to respond to instructions effectively
(iii) Technical Skills:
     An ability to handle basic information systems such as files
(iv) Organisational and Planning Skills:
     Can perform assigned tasks
(v) Supervisory Skills:
    No Requirements
(vi) Problem Solving:
    No requirements
(vii) Position titles may include:
     Library assistant
     Office assistant (clerical)
     Classroom assistant
     Receptionist
     Courier

7.6.5 School Officer – Level 2

Level 2 employees possess generalist skills and undertake a wide range of duties under the general supervision of a teacher or higher level school officer. A level 2 employee, after receiving initial instructions/training, may exercise some degree of autonomy and discretion in the performance of his or her duties.

(a) Indicative Duties may include:

(i) general clerical duties of a routine nature
(ii) basic data entry and basic word processing
(iii) operation of office equipment at a standard level of competence
(iv) maintaining petty cash
(v) performing basic repair of resource material
(vi) checking books in and out
(vii) collection and distribution of stock
(viii) handling, sorting and checking of equipment
(ix) basic preparation of practical work for the classroom
(x) providing general assistance to teaching staff

(b) Examples of skills required for this position include:

(i) Communication Skills:
   Proficient writing skills, such as composing letters
   Proficient spoken expression
   An ability to comprehend and interpret documentation
(ii) Interpersonal Skills:
     An ability to apply knowledge and skills in dealing with several colleagues or clients
(iii) Technical Skills:
An ability to operate a range of office equipment with a standard level of competence
(iv) Organisational and Planning Skills:
An ability to prioritise work and assigned tasks
(v) Supervisory Skills:
Limited supervision
(vi) Problem Solving:
An ability to identify problems and refer to other staff
(vii) Position titles may include:
Library Assistant
Office Assistant
Classroom Assistant
Lab Assistant
School Secretary
Accounts Clerk

7.6.6 School Officer – Level 3

Level 3 employees are required to undertake duties needing additional experience or operational knowledge such as may be gained by the completion of relevant post secondary training or from on-the-job experience considered relevant by the employer.

A level 3 employee is regularly required to exercise independent judgment and initiative and to demonstrate expertise in his or her area of work.

(a) Indicative Duties may include:

(i) performing reception duties
(ii) providing secretarial support to management personnel
(iii) operation of complex office equipment at a high level of competence
(iv) provision of basic financial services such as standard bookkeeping
(v) providing general technical support
(vi) assisting teachers and students to locate reference material
(vii) coordination of purchasing and invoicing procedures
(viii) preparation of complex practical experiments

(b) Examples of skills required for this position include:

(i) Communication Skills:
An ability to prepare reports and provide written advice related to work area
An ability to conduct presentations in meetings and to groups
(ii) Interpersonal Skills:
A capacity to interact effectively with others both individually and with groups
(iii) Technical Skills:
An ability to manipulate information using complex office equipment
(iv) Organisational and Planning Skills:
An ability to plan own work schedule
A capacity to effectively prioritise own work and assess own performance
(v) Supervisory Skills:
May supervise other staff
(vi) Problem Solving:
Participates on a routine basis in problem solving and decision making in relation to the operational area
(vii) Position Titles may include:
School Secretary
Finance Clerk
Lab Technician (qualified)
Library Technician (qualified)

7.6.7 School Officers – Level 4
Level 4 employees are regularly required to exercise independent judgment and initiative, and possess a knowledge of complex operational procedures normally acquired through extensive experience or training.

Level 4 employees are responsible for their own work and, where appropriate, the work of those supervised. They are expected to resolve complex operational problems and may coordinate work within a department of the school and/or have significant input into organisational planning.

(a) Indicative Duties may include:

(i) maintaining budgetary information on one or more areas
(ii) preparation of budgets
(iii) working knowledge of remuneration arrangements and employer obligations such as superannuation, GST
(iv) providing secretarial support to management personnel of a confidential nature
(v) operation of complex office equipment at an advanced level of competence
(vi) responsibility for library if librarian is not present
(vii) researching reference material for teachers
(viii) in conjunction with teachers, planning teaching reports
(ix) in conjunction with teachers, preparing reports for parents
(x) providing in-service to teachers in specific technical or other areas
(xi) assisting with assessment and appraisal of students
(xii) maintain the accounting and personal records of school to meet CEO and funding bodies regulations
(xiii) up to date working knowledge of current IT procedures
(xiv) participate in relevant professional development activities
(xv) maintain a responsible approach to confidential information involving the school community

(b) Skills for Level 4 Employees

An employee classified at level 4 would be expected to possess and apply the skills outlined for employees graded at Levels 2 and 3. A Level 4 School Officer shall have a high level of proficiency in his or her particular area of responsibility. Without limiting the skill levels required of Level 4 School Officers, the following list is indicative:

(i) perform the entire range of duties required of a Level 3 employee
(ii) exercise responsibility, including routine delegation if required
(iii) demonstrate detailed knowledge of operational procedures
(iv) have and use advanced skills and knowledge in the operation of complex equipment and procedures
(v) have completed relevant post-secondary training or have significant technical and procedural knowledge acquired through relevant work experience as considered by the employer comparable with formal training
(vi) resolve operational problems and coordinate work within a section of the school
(vii) assist in planning and implementation of projects

(c) Position Titles may include:

(i) Office Manager
(ii) School Finance Officer

7.6.8 School Officer - Level 5
Level 5 employees provide para-professional administrative services to the school and the school community, and are expected to exercise independent judgment and initiative and flexibility in the performance of their duties.

A Level 5 employee is responsible for their own work and, where appropriate, the work of those supervised, is expected to resolve complex operational problems and may co-ordinate work within a department of the school and/or have significant input into organisational planning.

(a) Indicative Duties may include:

(i) maintaining budgetary information in all areas of the school's operation
(ii) preparation of budgets and financial plans
(iii) working knowledge of remuneration arrangements and employer obligations such as superannuation, GST
(iv) providing financial advice to school managers
(v) maintain the accounting and personal records of school to meet CEO and funding bodies regulations
(vi) up to date working knowledge of current IT procedures
(vii) participate in relevant professional development activities
(viii) Maintain a responsible approach to confidential information involving the school community

(b) Skills for Level 5 Employees:

An employee classified at Level 5 would be expected to possess and apply the skills outlined for employees graded at Levels 2 - 4. A Level 5 School Officer shall have a high level of proficiency in his or her particular area of responsibility, and the following list is a set of skills required under this position:

(i) Exercise substantial responsibility, including delegation where required
(ii) Demonstrate detailed knowledge of complex operational procedures
(iii) Satisfactory completion of relevant tertiary qualifications equivalent to at least two years of full time study
(iv) Resolve operational problems and co-ordinates work within a section of the school
(v) Liaise effectively with school management in the implementation of school policies

(c) Position titles may include:

(i) Business Manager
(ii) Office Manager
(iii) School Bursar

7.6.9 School Officer Level 6

Level 6 School Officers are employed to provide expert professional services to the school and the school community and possess an extensive depth of professional knowledge, experience and / or skills. Employees at this level use significant discretion and independent judgment to undertake duties of an innovative and / or critical nature without the need for professional direction.

A Level 6 employee is expected to use initiative and be responsible for their own work and may also be responsible for the coordination of a department of the school, including its staff and the setting and achieving of objectives within the department.

(a) Indicative Duties may include:
(i) Provide professional support and advice related to the employees' area of expertise to senior management of the school by undertaking high level research, review or investigations
(ii) Prepare papers and reports to present advice with recommendations for decisions and future directions to senior management
(iii) Exercise a high level of accountability and contribution to the policy framework within the school by identifying policies and procedures requiring implementation, review or redevelopment and providing specialist advice and expertise on complex policy formulation to senior management
(iv) On behalf of the school, undertake effective liaison with the general community, government agencies and service providers.
(v) Support the school Principal by providing financial, policy and planning advice and being substantially involved in the construction of annual and forward planning school budgets

(b) Skills for Level 6 Employees

In addition to possessing formal professional qualifications at Degree level, a School Officer classified at Level 6 would also be expected to possess relevant postgraduate qualifications or relevant extensive experience to reflect higher levels of professional outcomes. A Level 6 employee shall have a high level of proficiency and use initiative in the self-directed development and application of expert knowledge with extensive expertise in their particular area of functional responsibility. With out limiting the skill levels required of Level 6 School Officers, the following list is indicative:

(i) Fully competent in a professional sense
(ii) Require no professional guidance in performance of work
(iii) Have high levels of independent judgment in their operational, professional and/or financial functions
(iv) Are recognized as expert practitioners in their related functional area
(v) Able to undertake duties requiring specialized or professional outcomes
(vi) Problem solving skills for a range of complex situations where the choice of actions are not clear
(vii) Leadership qualities including the ability to train staff, develop work skills and provide performance counselling

(c) Position Titles may include:

(i) Business Manager
(ii) Finance Manager
(iii) Any other employment positions in Northern Territory Catholic Schools requiring expert knowledge

7.7 First Aid Allowance

7.7.1 A full-time School officer who holds a current recognised first aid certificate or equivalent qualification, and is required by the employer to perform first aid duties shall be paid an allowance set out in Schedule B of this Agreement.

7.7.2 The allowance payable to other than full-time employees similarly qualified, and required to perform first aid duties of the nature referred to in 7.7.1, shall be adjusted proportionately.

PART 8 – CONDITIONS SPECIFIC TO INFORMATION TECHNOLOGY EMPLOYEES

8.1 Classification Structure

8.1.1 Position Descriptions
(a) Information Technology (IT) employees are responsible for the ongoing functionality of all technology based facets of a school.

(b) An IT employee shall be provided with a position description consistent with that role which clearly and concisely details the tasks and duties for the position.

(c) Where a position description provides for "other duties that may be required" such other duties which may be undertaken shall be consistent with the position description and classification level of the position. An employee may agree to perform a duty which is not identified in the employee’s classification, as defined in this agreement. Such duty will, for the purposes of this clause be described as ‘other duty’ and will not be in itself of a nature as would affect the classification of the position. The employee may only perform the other duty in relation to an identified task or project and for an agreed period.

(d) Position descriptions shall be provided to IT staff upon initial employment and upon progression to a higher level of duties.

8.1.2 Implementation

(a) An IT employee shall be classified and placed at the appropriate classification level and step.

(b) Where an IT employee believes that their position has been wrongly classified because of the duties, skills and qualifications required of them, they can apply to their Principal for a review. The review of the employees’ classification level will be done in consultation with the Catholic Education Office.

(c) When an IT position becomes available, the Principal in consultation with the Catholic Education Office shall confirm the classification of that position prior to it being advertised.

8.1.3 Progression

(a) An IT employee shall be classified within a level consistent with their duties, skills, qualifications and person specification of the position. They shall progress upon the completion of 12 month’s service (full time equivalent) to the next step within each classification level.

(b) For an IT employee to progress to a higher classification level they must possess the skills and experience required to perform the duties at the higher classification level and be required in their employment to undertake the duties and use the skills at the higher classification level.

(c) An employee may apply to the Principal of the school to progress to a higher classification level by reference to the skills utilised by the employee and the duties performed.

(d) Without limiting the generality of the foregoing clause 8.1.3 (b), the relevant criteria for progression may include:

   (i) evidence of further training and or skills development
   (ii) attendance at relevant in-service training where offered by the employer
   (iii) duties performed are those required at the next level of classification
   (iv) satisfactory performance

(e) Where an employee applies to progress to a higher classification level, the Principal in consultation with the Catholic Education Office shall determine the application within one month of the date of receipt of the application. An employer shall outline reasons for unsuccessful applications.
(f) Progression to a higher classification level shall take place from the first full pay period on or after the date of approval for progression by the Principal. The employee shall commence at the step in the new classification level which is next highest above their existing rate of pay.

(g) An IT employee who is required to perform duties at a higher classification level for a period in excess of ten (10) consecutive days shall be paid at the wage rate of the higher classification.

(h) The higher duties rate shall be paid from the point at which the employee begins undertaking higher duties until such time as the duties are no longer undertaken.

8.1.4 Information Technology Employee – Level 2

Level 2 employees possess generalist skills and undertake a wide range of duties under the general supervision of a teacher or higher level IT employee. A Level 2 employee, after receiving initial instructions/training, may exercise some degree of autonomy and discretion in the performance of his or her duties.

(a) Indicative Duties may include:

- Use of software application packages to create database file structures and spreadsheets/worksheets.

(b) Examples of skills required for this position include:

   (i) Communication Skills:
       Proficient writing skills, such as composing letters
       Proficient spoken expression
       An ability to comprehend and interpret documentation
   (ii) Interpersonal Skills:
       An ability to apply knowledge and skills in dealing with several colleagues or clients
   (iii) Technical Skills:
       An ability to operate a range of office equipment with a standard level of competence
   (iv) Organisational and Planning Skills:
       An ability to prioritise work and assigned tasks
   (v) Supervisory Skills:
       Limited supervision
   (vi) Problem Solving:
       An ability to identify problems and refer to other staff

8.1.5 Information Technology Employee – Level 3

Level 3 employees are required to undertake duties needing additional experience or operational knowledge such as may be gained by the completion of relevant post secondary training or from on-the-job experience considered relevant by the employer.

A Level 3 employee is regularly required to exercise independent judgment and initiative and to demonstrate experience in his or her area of work.

(a) Indicative Duties may include:

   (i) Maintain the hardware and software components of a computer network
   (ii) Provide user support
   (iii) Responsibility for the training of subordinate staff in limited areas

(b) Examples of skills required for this position include:
(i) Communication Skills:
An ability to prepare reports and provide written advice related to work area
An ability to conduct presentations in meetings and to groups

(ii) Interpersonal Skills:
A capacity to interact effectively with others both individually and with groups

(iii) Technical Skills:
An ability to manipulate information using complex office equipment

(iv) Organisational and Planning Skills:
An ability to plan own work schedule
A capacity to effectively prioritise own work and assess own performance

(v) Supervisory Skills:
May supervise other staff

(vii) Problem Solving:
Participates at routine level in problem solving and decision making in relation to the operational area

8.1.6 Information Technology Employee – Level 4

Level 4 employees are regularly required to exercise independent judgment and initiative, and possess a knowledge of complex operational/technical procedures normally acquired through extensive experience or training.

Level 4 employees are responsible for their own work and, where appropriate, the work of those supervised. They are expected to resolve complex operational/technical problems and may coordinate work within a department of the school and/or have significant input into organisational planning.

(a) Indicative Duties may include:

(i) Assisting with systems analysis and design in relation to the development and maintenance of computer systems
(ii) Assisting with application programming such as the modification of package systems and investigation of malfunctions in operational programs.

(b) Examples of skills required for this position include:

An employee classified at Level 4 would be expected to possess and apply the skills outlined for employees graded at Levels 2 and 3. A Level 4 IT employee shall have a high level of proficiency in his or her particular area of responsibility. Without limiting the skill levels required of a Level 4 IT employee, the following list is indicative:

(i) Perform the entire range of duties required of a Level 3 employee
(ii) Exercise responsibility, including routine delegation if required
(iii) Demonstrate detailed knowledge of operational procedures
(iv) Have and use advanced skills and knowledge in the operation of complex office equipment and procedures
(v) Have completed relevant post-secondary training at Diploma Level or have significant technical and procedural knowledge acquired through relevant work experience as considered by the employer comparable with formal training,
(vi) Resolve operational problems and coordinate work within a section of the school
(vii) Assist in planning and implementation of projects
(viii) Excellent written and verbal communication; and
(ix) Requires little or no supervision.

8.1.7 Information Technology Employee – Level 5
Level 5 employees provide professional services to the school and the school community and are expected to exercise independent judgment and initiative and flexibility in the performance of their duties.

A Level 5 employee is responsible for their own work (and, where appropriate, the work of those supervised) and is expected to resolve complex operational problems and/or professional questions and may coordinate work within a department of the school and/or have significant input into organisational planning.

(a) Indicative Duties may include:

(i) Operate and be responsible for the computing section of the school and all its operations.
(ii) Provide financial, policy and planning advice to staff and management regarding the computing section of the school.
(iii) Investigate, interpret or evaluate information for the guidance of staff or management in the computing section of the school.
(iv) Be responsible for the development of software, hardware or applications systems based on the use of current computer techniques.
(v) Be responsible for the development of computer systems and recommend changes and improvements in systems where appropriate.
(vi) Undertake maintenance programming tasks including investigation and design requirements necessary to implement changes to existing systems.
(vii) Provide professional advice to the senior executive of the school on the operations/future directions of the computing section of the school.
(viii) Carry out a range of tasks necessary to support and develop systems software or other support processes.

(b) Examples of skills required for this position include:

All employees classified at Level 5 would be expected to possess and apply the skills outlined for employees graded at Levels 2 – 4. A Level 5 IT employee shall have a high level of proficiency in his or her particular area of responsibility, and the following list is a set of skills required under this position:

(i) Exercise substantial responsibility, including delegation where required;
(ii) Demonstrate detailed knowledge of complex operational procedures;
(iii) Satisfactory completion of relevant tertiary qualifications at Degree level;
(iv) Resolve operational/professional problems and coordinate work within a section of the school;
(v) Liaise effectively with school management in the implementation of school policies;
(vi) Develop an IT Strategic plan for the school;
(vii) The ability to critically evaluate new software or hardware and assess its integration into existing systems;
(viii) The ability to network with senior staff to increase the value of IT systems back to the school; and
(ix) Accepts responsibility and accountability of IT solutions and strategies at the sector level.

PART 9 – CONDITIONS SPECIFIC TO INCLUSION SUPPORT ASSISTANTS

9.1 Classification Structure

9.1.1 Position Description

(a) Inclusion Support Assistants (ISA) work under supervision of teachers and the Special Education Coordinator. The major focus of the ISA role is to support the design, implementation and evaluation of education and related services of the
program and student progress as directed by teachers and the Special Education Coordinator. An ISA is also required to protect the health and safety of students and to maintain their confidentiality. An ISA must demonstrate knowledge in the role distinctions of educational personnel and willingly participate in staff development opportunities. They must also demonstrate integrity, respect for diversity, and other standards of ethical conduct.

(b) ISA employees shall be provided with a position description consistent with that role which clearly and concisely details the tasks and duties for the position.

(c) Where a position description provides for “other duties that may be required” such other duties which may be undertaken shall be consistent with the position description and classification level of the position. An employee may agree to perform a duty which is not identified in the employee’s classification, as defined in this agreement. Such duty will, for the purposes of this clause be described as ‘other duty’ and will not be in itself of such a substantive nature as would affect the classification of the position. The employee may only perform the other duty in relation to an identified task or project and for an agreed period.

(d) Position descriptions shall be provided to ISA staff upon initial employment and upon progression to a higher level of duties.

9.1.2 Implementation

(a) ISA employees shall be classified at Level 2 and placed at the appropriate step at that level.

(b) Due to the responsibilities and duties required from the role of an ISA, an ISA employee will commence at classification Level 2.

(c) Where an ISA employee believes that their position has been wrongly classified within the Level 2 because of the duties, skills and qualifications required of them, they can apply to their Principal for a review. The review of the employees’ classification step will be done in consultation with the Catholic Education Office.

9.1.3 Progression

(a) ISA employees shall be classified within Level 2 consistent with their duties, skills, qualifications and person specification of the position. They shall progress upon the completion of 12 month’s service (full time equivalent) to the next step within the classification level.

(b) For a Inclusion Support Assistant to progress to a higher classification level they must possess the skills and experience required to perform the duties at the higher classification level and be required in their employment to undertake the duties and use the skills at the higher classification level.

(c) An employee may apply to the Principal of the school to progress to a higher level by reference to the skills utilised by the employee and the duties performed.

(d) Without limiting the generality of the foregoing, the relevant criteria for progression may include:

(i) satisfactory performance
(ii) evidence of further training and or skills development
(iii) attendance at relevant in-service training where offered by the employer
(iv) duties performed are those required at the next level of classification.

(e) Where an employee applies to progress to a higher level, the Principal in consultation with the Catholic Education Office shall determine the application within one month of
the date of receipt of the application. An employer shall outline reasons for unsuccessful applications.

(f) Progression to a higher classification level shall take place from the first full pay period on or after the date of approval by the Principal. The employee shall commence at the step in the new classification level which is next highest above their existing rate of pay.

9.1.4 Higher Duties

(a) Inclusion Support Assistants who are required to perform duties at a higher classification level for a period in excess of ten (10) consecutive days shall be paid at the next level of progression in the classification structure.

(b) The higher duties rate shall be paid from the point at which the employee begins undertaking higher duties until such time as the duties are no longer undertaken.

9.1.5 Inclusion Support Assistant Employee – Level 2

Level 2 employees possess generalist skills and undertake a wide range of duties under the general supervision of a teacher or higher level ISA. A level 2 employee, after receiving initial instructions/training, may exercise some degree of autonomy and discretion in the performance of his or her duties.

Level 2 is a medium skill area with an instructional component and some program development input. An employee at this level is not responsible for assessment of students and evaluation of courses.

(a) Indicative Duties may include:

(i) Under the supervision of a teacher, assist developmentally appropriate student learning (either individually or in groups).
(ii) Carry out routine liaison between the school, the student and the student’s family where some discretion and judgment are involved.
(iii) Support students in relation to their physical needs where some discretion and judgment are involved.

(b) Examples of skills required for this position include:

(i) Communication Skills:
   Proficient writing skills, such as writing letters
   Proficient spoken expression
   An ability to comprehend and interpret documentation

(ii) Interpersonal Skills:
   An ability to apply knowledge and skills in dealing with a number of colleagues and/or clients

(iii) Technical Skills:
   An ability to operate a range of office equipment with a standard level of competence

(iv) Organisational and Planning Skills:
   An ability to prioritise work and assigned tasks

(v) Supervisory Skills:
   Limited supervision

(vi) Problem Solving:
   An ability to identify problems and refer to other staff

9.1.6 Inclusion Support Assistant Employee – Level 3
Level 3 employees are required to undertake duties needing additional experience or operational knowledge such as may be gained by the completion of relevant post secondary training or from on-the-job experience considered relevant by the employer.

A level 3 employee is regularly required to exercise independent judgement and initiative and to demonstrate experience in his or her area of work.

(a) Indicative Duties may include:

(i) Under the general supervision of a teacher, assist developmentally appropriate student learning (either individually or in groups). At this level, employees are expected to use their discretion and judgement to modify education programmes to meet the learning needs of specific students.

(ii) Carry out liaison between the school, the student and the student's family where discretion and judgement are required in relation to planning, taking action and achieving outcomes.

(iii) Provide significant assistance in the enrolment, family liaison and placement of Indigenous and/or overseas students.

(b) Skills

Examples of skills required for this position include:

(i) Communication Skills:
   An ability to provide reports and provide written advice related to work area
   An ability to conduct presentations in meetings and to groups

(ii) Interpersonal Skills:
   A capacity to interact effectively with others both individually and with groups

(iii) Technical Skills:
   An ability to manipulate information using complex office equipment

(iv) Organisational and Planning Skills:
   An ability to plan own work schedule
   A capacity to effectively prioritise own work and assess own performance

(v) Supervisory Skills:
   May supervise other staff

(vi) Problem Solving:
   Participates at a routine level in problem solving and decision making in relation to the operational area.

9.2 Recognition of Service

9.2.1 This clause is to be used to determine the incremental step in the classification level in accordance with clause 9.1.

9.2.2 Recognition of years of service for incremental purposes will include all previous service as a Inclusion Support Assistant within non-governmental schools at or above the classification level of the position to which the employee is appointed.

9.2.3 An employee may make application for recognition of previous service other than as a Inclusion Support Assistant in a non-governmental school. The recognition of this other service will be based upon demonstrated relevance to the work of the position to which the employee has been appointed.

9.2.5 The provision of documentary evidence of previous employment as a Inclusion Support Assistant will be the responsibility of the employee.

9.2.6 Only service in the five (5) years prior to the date of application will be considered for recognition.

9.2.7 Timely notification of previous relevant service
(a) Employees will provide the employer with timely written advice along with supporting documentary evidence of relevant employment service which would be relevant to determining the employee's rate of pay.

(b) If an employee does provide supporting documentary evidence regarding previous relevant service within three (3) months of commencement of service with the employer, payment for the adjustment will be effective from the date of commencement with the employer.

(c) If an employee does not provide supporting documentary evidence regarding relevant service within three (3) months of commencement then any payment relating to that service will be applied from the date of receipt of notification from the employee.

(d) Supporting documentary evidence of previous relevant service should include statements of service. A Statement of Service from each previous employer(s) should be provided. A Statement of Service is normally the appropriate proof of prior service and satisfies the criteria at clause 9.2.8 below.

(e) A statutory declaration may be submitted in lieu of a Statement of Service in instances where an individual is unable to obtain the necessary documentation from a previous employer. For instance, a school and its records may no longer exist or exist in an area of civil disturbance or natural disaster. A statutory declaration may be submitted only after the employer is satisfied that the employee has exhausted all reasonable avenues to obtain a Statement of Service. Where a statutory declaration is accepted it should satisfy the criteria at clause 9.2.8 below. The circumstances preventing the employee from obtaining the necessary documentation should be noted and retained with the application.

9.2.8 Statement of Service

The Statement of Service should:

(a) be an original or certified copy of an original document;

(b) be provided on the official letterhead of the Authority responsible for the school or institution and it must be signed and dated by the employer or an authorised person;

(c) specify the position held;

(d) specify the period of employment;

(e) specify the exact nature of the employment e.g. full-time, part-time, casual, etc. and

(f) provide a detailed description of the relevant duties performed;

(g) detail whether the employment was part-time – and if so the number of hours worked per week or their full-time equivalent, or the total number of hours paid for the total period of employment;

(h) detail whether the employment was casual – and if so the total number of hours paid for the total period of employment;

(i) indicate any periods of unpaid leave that were taken; and

(j) specify whether any leave without pay was taken and the period when this leave without pay occurred. If no periods of leave without pay were taken, the statement must show that 'no leave without pay was taken'.
9.3 Duty Statement

9.3.1 All new employees will be given at the time of appointment a document detailing the requirements with regards to timely notification of gaining qualifications and timely notification of previous relevant service.

9.3.2 Duty statements for Inclusion Support Assistants shall be developed between the Principal and the ISA at the local level.

9.3.3 Duty statements shall be reviewed once every two (2) years between the ISA and the Principal.

9.4 Leave Without Pay During Non-Term Weeks - Annualisation

It is recorded that the provisions of this clause (clause 9.4), where they differ from the counterpart provisions in the preceding Agreement, will only apply prospectively from the date of approval of this Agreement.

9.4.1 Where an Inclusion Support Assistant is employed for a full school year, the employee may elect to have his/her payment annualised. Annualised pay will allow the employees to be paid during school stand down periods and the annual school holiday period.

9.4.2 Inclusion Support Assistants engaged for a fixed period of less than one (1) school year will not be eligible to elect to annualise their payment.

9.4.3 Where an Inclusion Support Assistant elects to have his/her payment annualised, the employee must make application to do so.

9.4.4 Where a Inclusion Support Assistant elects to have his/her payment annualised, such arrangement will operate for a calendar year and the employee will be paid annualised fortnightly payments for one calendar year. An election once made cannot be altered during that calendar year.

9.4.5 An Inclusion Support Assistant will elect in discussion with their Principal whether or not he/she will continue the arrangement on an annual basis. Having made the election to have his/her payment annualised, such arrangement cannot be altered during the calendar year in which it is in operation.

9.4.6 Upon receipt of an Inclusion Support Assistant’s application to have his/her payment annualised, the employer will provide to the employee confirmation in writing of the net annualised fortnightly payment which will be paid to the employee for the period of the arrangement.

9.4.7 The annualised payments to the employee will be equal to the payments the employee would have received if the annualised payments option had not been chosen.

The formula is:

\[ \text{Adjusted hourly rate} = \text{Standard hourly rate} \times 5 \times 195 / 26.089 / 50 \]

5 is the number of working hours per day
195 is the number of working days a year
26.089 is the number of fortnights
50 is the number of working hours a fortnight

Such an employee will be paid their ordinary hours per fortnight for every fortnight of the calendar year at the adjusted hourly rate.

9.4.8 The quantum of employment hours for ISAs in a school is calculated by the identified level of support (hours) for a particular student/s. Should this funding be withdrawn or reduced and the school is not able to maintain the position, the employee will be given two (2) weeks
notice of the variation of their hours. In circumstances where the position is terminated the employee will receive the notice prescribed by clause 3.4.

9.4.9 The calculation in clause 9.4.7 will be based on the employee’s current hours of work for each fortnight. If, due to changes in requirements for Inclusion Support Assistants, the hours of work increase or decrease, another calculation will be performed. This calculation will be required to ensure that the payments the employee receives will be equal to the payments the employee would have received if the annualised payments option had not been chosen.

9.4.10 Any additional hours that a Inclusion Support Officer may be intermittently required to work in addition to the total hours identified in 9.4.9 above, will be paid at the unadjusted hourly rate of pay as prescribed by this Agreement. The employee will be paid these hours in addition to the annualised net fortnightly payment.

9.4.11 At the end of each year, all annualised payments to Inclusion Support Assistants will be checked to ensure that each employee received payments equal to the amount that they would have received if they had not chosen this option. If there is a difference, an adjusting payment or deduction will be made.

9.4.12 If by choosing this option, an employee receives less superannuation contributions under the superannuation guarantee charge requirements, the school will calculate and pay a voluntary employer contribution amount to bring the employee’s superannuation contributions up to the level they would have received otherwise.

9.4.13 At the end of each year the employee’s LSL accrual will be checked to ensure it reflects the employee’s hours worked.

9.4.14 An employee who is employed as at the date of making this Agreement will not be required to have their contract of employment changed as a result of this Agreement coming into operation.

9.5 Recognition of Qualifications

9.5.1 Inclusion Support Assistant Allowances (Qualifications, Specialised Care and First Aid)

(a) A ISA who has been on Level 2 Step 1 for twelve months (or 1924 hours for other than full time employees), and who holds a Certificate Level (III) qualification (or higher) which is relevant to their work, and who holds a current First Aid Certificate will receive the Qualification Allowance identified in Schedule B – Salary, Wages and Allowances.

(b) A ISA who has been on Level 2 Step 2 for twelve months (or 1924 hours for other than full time employees), and who holds a Certificate Level (IV) qualification (or higher) which is relevant to their work, and who holds a current First Aid Certificate will receive the Qualification Allowance identified in Schedule B – Salary, Wages and Allowances.

(c) A ISA who has been on Level 2 Step 3 for twelve months (or 1924 hours for other than full time employees), and who holds a Diploma or Associate Diploma level qualification (or higher) which is relevant to their work, and who holds a current First Aid Certificate will receive the Qualification Allowance identified in Schedule B – Salary, Wages and Allowances.

(d) A ISA who has been on Level 2 Step 4 for twelve months (or 1924 hours for other than full time employees), and who holds a Degree Level qualification (or higher) which is relevant to their work, and who holds a current First Aid Certificate will receive the Qualification Allowance identified in Schedule B – Salary, Wages and Allowances.
(e) A ISA will apply for the payment of the allowance prescribed in 9.5.1.(a),(b),(c) or (d). Where the employee applies for the Allowance within three (3) months of the qualification being obtained the Allowance will be paid as from the date that the qualification is obtained. In other circumstances the ISA will be paid the Allowance from the date of making the application.

(f) An ISA who holds a current First Aid Certificate and who is appointed by their employer to be a First Aid Officer will receive the First Aid Allowance identified in Schedule B – Salary, Wages and Allowances.

(g) An ISA who is designated by their employer to engage in, or assist particular students with, ongoing specialised care needs (for example, medical, manual handling and / or hygiene procedures) will receive a Specialised Care Allowance, identified in Schedule B – Salary, Wages and Allowances. The Specialised Care Allowance is equivalent in value to the First Aid Allowance.

(h) A ISA may receive either the Qualifications Allowance (as in clauses 9.5.1.(a),(b),(c) or (d) or the First Aid Allowance (as in clause 9.5.1 (f)) or the Specialised Care Allowance (as in clause 9.5.1 (g)) but not more than one of these allowances.

(i) The employer will reimburse enrolment fees associated with obtaining a First Aid Certificate which are incurred within the twelve (12) month period immediately prior to the ISA accessing the qualification allowance in clause 9.5.1 (a), (b), (c) or (d) as appropriate. The employee will contribute the time required to obtain the First Aid Certificate. This subclause applies to existing employees only; the employer will not make a reimbursement payment for costs of obtaining a First Aid Certificate prior to employment.

(j) Where a Level 2 ISA is receiving the Qualification Allowance in accordance with this clause, the employer shall ensure that all employees are holders of current recognised first aid qualifications and will pay for any updates during the term of their employment.

PART 10 – CONDITIONS SPECIFIC TO TEACHER ASSISTANT EMPLOYEES

10.1 Classification Structure

10.1.1 Position Descriptions

(a) Teacher Assistants (TA) are employed to work within an Indigenous Catholic Community School and provide support and assistance to teachers with any requirements of the school’s curriculum. This may include assisting the classroom teacher with student learning, preparing materials for lessons and assisting students in completing set tasks but does involve any direct teaching duties.

The Teacher Assistant acts as a cultural mentor to the non-local teacher, helping them to learn about the local language and culture.

In bilingual schools a Level 4 Teacher Assistant will teach the L1 language and culture program with the support of the teacher.

(b) TA employees shall be provided with a position description consistent with that role which clearly and concisely details the tasks and duties for the position.

(c) Where a position description provides for “other duties that may be required” such other duties which may be undertaken shall be consistent with the position description and classification level of the position. An employee may agree to perform a duty which is not identified in the employee’s classification, as defined in this agreement. Such duty will, for the purposes of this clause be described as ‘other
duty' and will not be in itself of such a substantive nature as would affect the classification of the position. The employee may only perform the other duty in relation to an identified task or project and for an agreed period.

(d) A further position description shall be provided to TA staff upon progression to a higher level of duties.

10.1.2 Implementation

(a) TA employees shall be classified and placed at the appropriate classification level and step.

(b) Classification Level 1 is an entry level position for TA employees.

(c) Where a TA employee believes that their position has been wrongly classified because of the duties, skills and qualifications required of them, they can apply to their Principal for a review. The review of the employees’ classification level will be done in consultation with the Catholic Education Office.

(d) When a TA position becomes available, the Principal in consultation with the Catholic Education Office shall confirm the classification of that position prior to it being advertised.

10.1.3 Progression

(a) TA employees shall be classified within a level consistent with their duties, skills, qualifications and person specification of the position. They shall progress upon the completion of 12 month’s service (full time equivalent) to the next step within each classification level.

(b) For TA employees to progress to a higher classification level they must possess the skills and experience required to perform the duties at the higher classification level and be required in their employment to undertake the duties and use the skills at the higher classification level.

(c) An employee may apply to the Principal of the school to progress to a higher classification level by reference to the skills utilised by the employee and the duties performed.

(d) Without limiting the generality of the foregoing clause 10.1.3 (b), the relevant criteria for progression may include:

(i) evidence of further training and or skills development;
(ii) attendance at relevant in-service training where offered by the employer;
(iii) duties performed are those required at the next level of classification; and
(iv) satisfactory performance.

(e) Where an employee applies to progress to a higher classification level, the Principal in consultation with the Catholic Education Office shall determine the application within one month of the date of receipt of the application. An employer shall outline reasons for unsuccessful applications.

(f) Progression to a higher classification level shall take place from the first full pay period on or after the date of approval for progression by the Principal. The employee shall commence at the step in the new classification level which is the next highest above their existing rate of pay.

(g) AT employees who are required to perform duties at a higher classification level for more than three months shall be reclassified to the higher classification level.
10.1.4 Teacher Assistant Employee – Level 1

Level 1 employees are engaged in routine duties that require no prior experience or training. A Level 1 employee works under direct supervision and does not supervise students without a higher level TA or teacher present.

Upon satisfactory performance and after successful completion of training or equivalent experience a TA may progress from Level 1 to Level 2, depending on the classification of the current position.

(a) Indicative Duties may include:

Under supervision and guidance of the classroom teacher or higher level TA:

(i) assist with appropriate student learning either individually or in groups
(ii) translate instructions into students first language
(iii) assist teacher with cultural understandings of students to ensure maximum learning takes place
(iv) assist with all routine tasks associated with preparation, tidying and/or organising of materials
(v) where necessary support students with their physical needs

(b) Examples of skills required for this position include:

(i) Communication Skills:
   Communication Skills in L1 and L2
   An ability to perform numerical tasks
(ii) Interpersonal Skills:
   An ability to respond to instructions effectively
(iii) Technical Skills:
   An ability to handle basic information systems such as files
(iv) Organisational and Planning Skills:
   Can perform assigned tasks
(v) Supervisory Skills:
   No requirements
(vi) Problem Solving:
   No requirements

10.1.5 Teacher Assistant Employee – Level 2

Level 2 employees possess generalist skills and undertake a wide range of duties under the general supervision of a teacher or higher level TA. A Level 2 employee, after receiving initial instructions/training, may exercise some degree of autonomy and discretion in the performance of his or her duties.

(a) Indicative Duties may include:

An employee classified at Level 2 would be expected to possess and apply the skills outlined for employees graded as Level 1.

(i) With guidance from the classroom teacher:
   Assist developmentally appropriate student learning (either individually or in groups).
   Support students in relation to their physical needs as required.

(b) Examples of skills required for this position include:

(i) Communication Skills:
   Communication skills in L1 and L2
   English skills in reading and writing
(ii) Interpersonal Skills:
An ability to apply knowledge and skills in working with colleagues and families.

(iii) Technical Skills:
An ability to operate a range of office equipment with a standard level of competence

(iv) Organisational and Planning Skills:
An ability to prioritise work and assigned tasks

(v) Supervisory Skills:
Limited supervision

(vi) Problem Solving:
An ability to identify problems and refer to other staff

10.1.6 Teacher Assistant Employee – Level 3

Level 3 employees are required to undertake duties needing additional experience or operational knowledge such as may be gained by the completion of relevant post secondary training or from on-the-job experience considered relevant by the employer.

A Level 3 employee is regularly required to exercise independent judgment and initiative and to demonstrate experience in his or her area of work.

(a) Indicative Duties may include:

An employee classified at Level 3 would be expected to possess and apply the skills outlined for employees graded at Level 1 and 2.

(i) Under the general supervision of a teacher use initiative to:

a. Assist student learning (either individually or in groups). At this level, employees are expected to use their discretion and judgement to modify education programmes to meet the learning needs of specific students.

b. Carry out liaison between the school, the student and the student's family in relation to enrolment, placement of students and any other school / family / community matters.

c. Assist classroom teacher in the planning and teaching of socio-cultural understandings and other curriculum areas requiring cultural knowledge and input

(b) Examples of skills required for this position include:

(i) Communication Skills:
Communication skills in L1 and L2
An ability to provide information and advice regarding report writing.
An ability to provide L1 support during formal presentations.

(ii) Interpersonal Skills:
A capacity to interact effectively with others both individually and with groups

(iii) Technical Skills:
An ability to manipulate information using complex office equipment

(iv) Organisational and Planning Skills:
An ability to plan own work schedule
A capacity to effectively prioritise own work and assess own performance

(v) Supervisory Skills:
May supervise other staff

(vi) Problem Solving:
Participates at a routine level in problem solving and decision making in relation to the operational area.

10.1.7 Teacher Assistant Employee – Level 4

Level 4 employees are required to exercise independent judgment and initiative, and possess a knowledge of complex operational procedures normally acquired through extensive experience or training.

Level 4 employees are responsible for their own work and, where appropriate, the work of those supervised. They are expected to resolve complex operational problems and may coordinate work within a department of the school and/or have significant input into organisational planning.

(a) Indicative Duties may include:

(i) Use self initiative to apply a range of knowledge, technical skills and other skills acquired from relevant formal studies/qualifications to successfully perform the duties required from this level. This may include, under the general supervision of academic staff, developing the framework for and providing the instruction to students (within a structured learning environment) and providing pastoral ministry and support for students.

(ii) Under broad guidance, supervise the operations of the school’s processes and activities related to the enrolment, family liaison and placement of Indigenous students

(b) Examples of skills required for this position include:

An employee classified at level 4 would be expected to possess and apply the skills outlined for employees graded at levels 2 and 3. A Level 4 TA shall have a high level of proficiency in his or her particular area of responsibility. Without limiting the skill levels required of a Level 4 TA the following list is indicative:

(i) Perform the entire range of duties required of a Level 3 employee

(ii) Exercise responsibility, including routine delegation if required

(iii) Demonstrate detailed knowledge of operational procedures

(iv) Have and use advanced skills and knowledge in the operation of complex office equipment and procedures

(v) Have completed relevant post-secondary training at Diploma level or have significant technical and procedural knowledge acquired through relevant work experience as considered by the employer comparable with formal training

(vi) Resolve operational problems and coordinate work within a section of the school

(vii) Assist in planning and implementation of projects

PART 11 – CONDITIONS SPECIFIC TO INDIGENOUS EDUCATION WORKERS

11.1 Definitions

Indigenous Education Workers assist directly or indirectly in the provision of support related to Australian Indigenous cultures and issues. This support is provided to Northern Territory Catholic Schools and their communities. The position of an Indigenous Education Worker is an identified position in accordance with the Northern Territory Anti-Discrimination Act.
11.2 Contract of Employment

11.2.1 A full-time employee is deemed to be one who works at least 37.5 hours per week for 40 weeks per year (plus 6 weeks annual leave).

11.2.2 A Part-time employee is deemed to be one who is required to regularly work for less than 37.5 hours per week for 40 weeks per year (plus 6 weeks annual leave).

11.3 Stand Down - Alternative Method of Payment – Term Time Employees

Employees who are employed on a 40 weeks per year (plus 6 weeks annual leave) basis may choose to accept 48/52 (92%) of their gross weekly/fortnightly wage to be paid over 52 weeks which will entitle to 6 weeks paid stand down per year. In such circumstances:

11.3.1 For continuing employees or employees who complete a school year, the unused remainder of the wage deductions shall be paid at the end of the school year with the Annual Leave payment.

11.3.2 For employees who leave during the school year, the unused remainder of the wage deductions shall be paid on termination.

11.4 Hourly Rate Formula

This formula includes annual leave entitlement.

Annual rate x 92%, divided by 26.089, divided by 75 = hourly rate.

11.5 Relocation of Employees

The employer reserves the right to re-locate an employee’s workplace depending on the funding needs of the Office and schools. Any change in location must be reasonable in the circumstances of the employee. Without derogating from the employer’s capacity to transfer under this provision, the employer agrees to consult with the employee(s) regarding issues arising from the transfer decision.

11.6 Professional Development and Training

11.6.1 On application to the employer, full time employees may access approved professional development/training (including school based) of up to 5 days in a 2 year period. The allocation will apply on a pro-rata basis for part time employees.

11.6.2 The cost of the training is to be met by the employer.

11.6.3 If professional development/training is required by the employer on a non-scheduled work day then the employee will be paid at their normal hourly rate of pay or provided with time off in lieu.

11.7 Assistance with Costs of Work-Related Study

11.7.1 The parties agree that there are significant benefits for both employers and employees if employees can be supported to update or extend their knowledge and skills.

11.7.2 IEWs who undertake the Aboriginal Education Workers Accredited Course (or other approved tertiary course) will be provided with negotiated study leave of up to 10 paid days per year, plus reimbursement of HELP or FEE-HELP fees on successful completion of each module or unit. The timing of this leave is subject to approval by the employer. There is an expectation that some of the employee’s own time will be contributed.

11.8 Reclassification and Role Review
11.8.1 An Indigenous Education Worker may seek reclassification and/or role review pursuant to the terms of Clause 11.16.2. The assessment panel shall comprise:

(a) a representative of the employer; and
(b) a representative of the applicant employee;
(c) a person who is mutually acceptable to both the employer and the applicant;

and will be formed as soon as practicable after the application has been received.

11.8.2 Once the selection panel has been formed the reclassification assessment should be completed within six (6) weeks.

11.8.3 The assessment panel will meet with the designated representative from the CEO to go through the process of panel assessment.

11.8.4 Any dispute arising from the application of the Classification criteria established by this agreement shall first be considered by the panel as at Clause 3.2. Where the dispute is not resolved, to the satisfaction of the complainant, by that panel the matter shall be handled within the dispute avoidance and grievance procedure of this agreement.

11.9 Recognition of Prior Service, Experience and Cultural Life Experience

11.9.1 Prior Qualifications and Experience

(a) Indigenous Education Workers may apply to have prior service and / or experience in similar roles recognized for the purposes of classification.

(b) Applications for recognition of prior service and/or experience should relate to an area/s relevant to the employee’s role as an IEW.

(c) The relevance of prior service and/or experience shall be demonstrated by the employee and will be assessed by the Principal in conjunction the Catholic Education Office.

(d) Recognition will only be granted for experience or service that was gained in the five year period prior to the date of appointment with a Northern Territory Catholic Education school.

(e) Where relevant experience or service is recognised for classification purposes any such recognised experience or service shall count on the basis of 1 year credit for every three years of recognised experience or service or part thereof.

11.10 Recognition of Cultural Life Experience

11.10.1 Indigenous Education Workers employed by the Catholic Education Office may apply to have significant Cultural Life Experience recognised for the purposes of classification.

11.10.2 An IEW shall make an application in writing along with supporting documentation (if relevant and available) which sets out how their Cultural Life Experience is a considerable benefit and significance to the education of Indigenous students.

11.10.3 The relevance of Cultural Life Experience shall be assessed by a panel organised by the Principal in consultation with CEO of significant Elders with the knowledge and experience to assess the application submitted. They will make a recommendation to the Principal and the Catholic Education Office.

11.10.4 Where relevant cultural life experience is recognised for classification purposes any such recognised experience shall count on the basis of no less than one year.
11.11 Timely Notification of Prior Service, Experience or Cultural Life Experience

11.11.1 Indigenous Education Workers shall provide evidence of prior service, experience and cultural life experience in a timely manner, which will enable the employer to identify the appropriate position classification level.

11.11.2 IEW staff newly employed in the Catholic Education System shall provide evidence within one month of commencement of employment.

11.12 Carer's and Bereavement Leave

The Carers and Bereavement Leave entitlements in this Agreement shall apply with the addition of the following for Indigenous Education Workers (IEWs):

(a) Immediate family or household includes a spouse, child or adult child, parent, grandparent, grandchild, sibling or other culturally significant relationship of the employee.

(b) Where an employee exhausts their bereavement leave entitlements under this Agreement the employee may access long service leave, if eligible, for a death as specified in clause 11.12 (a) for a minimum of one (1) week to a maximum of four (4) weeks.

11.13 Ceremonial Leave and Special Leave

11.13.1 An IEW who provides evidence that he/she is legitimately required by Indigenous tradition to be absent from work for Indigenous ceremonial purposes shall be entitled to up to 6 weeks unpaid leave in any one year for this purpose, provided that leave is granted only with the authority of the employer.

11.13.2 An IEW who has a representative role in the Indigenous Community shall be entitled to use up to two (2) weeks of their annual leave entitlement or unpaid leave as a part of their entitlement in this clause.

11.13.3 Where an employee exhausts their ceremonial and special leave entitlements under clause 11.13 the employee may access long service leave, if eligible, to attend ceremonial and special leave for a minimum of one (1) week to a maximum of four (4) weeks.

11.14 Travel Arrangements and Time in Lieu

11.14.1 If an employee is required to travel to country areas and this entails an overnight stay, the employer will pay for all working time at the appropriate rate while the employee is performing duties but no payment will be made for time when the employee is not performing duties.

11.14.2 Employees who, as a necessary part of their role, attend functions outside of normal working hours shall have such time recognised as work time where such attendance is authorised by the employer or may take such time as time in lieu.

11.14.3 Employees are required to keep such records of time spent, as the employer desires. All outside regular hours work must be specifically authorised by the employer, by notation in the employee’s time record, by the employer’s delegate.

11.14.4 Save for exceptional circumstances, travel and accommodation should be organised by the school or through the Catholic Education Office.

11.14.5 Employees will be reimbursed for the costs of accommodation, meals and incidental expenses related to travel providing that the travel has been authorised by the Principal. The employee is required to provide receipts for expenses for which reimbursement is claimed.
11.14.6 Employees who are required by the employer to travel in connection with their work and who are not provided with a motor vehicle by the employer will be entitled to a kilometre allowance as determined by the Australian Tax Office. Evidence of all kilometres travelled for which an allowance is claimed must be kept in the form required by the employer.

11.15 Intellectual Property Rights

Any work or material in whatever form, produced or created in the course of employment, belongs to the employer unless an alternative agreement has been negotiated with the employer.

11.16 Classification Structure

11.16.1 Position Description

(a) Indigenous Education Workers (IEW) are funded positions. Staff are employed in the role of IEW to support the education of indigenous students by providing classroom support, liaison with parents and wider family, insight into Indigenous culture and as a resource to staff in determining appropriate pedagogy and the development of programs with an Indigenous perspective.

(b) An IEW shall be provided with a position description consistent with that role which clearly and concisely details the tasks and duties for the position.

(c) Where a position description provides for “other duties that may be required” such other duties which may be undertaken shall be consistent with the position description and classification level of the position. An employee may agree to perform a duty which is not identified in the employee’s classification, as defined in this agreement. Such duty will, for the purposes of this clause be described as ‘other duty’ and will not be in itself of such a substantive nature as would affect the classification of the position. The employee may only perform the other duty in relation to an identified task or project and for an agreed period.

(d) A further position description shall be provided to IEW staff upon progression to a higher level of duties.

11.16.2 Implementation

(a) An IEW shall be classified and placed at the appropriate classification level and step.

(b) Culturally significant life skills will form part of the assessment of skills for the classification of IEW staff.

(c) Where an IEW believes that their position has been wrongly classified because of the duties, skills and qualifications required, they can apply to their Principal for a review. This will be done in consultation with the Catholic Education Office.

(d) When an IEW position becomes available, the Principal in consultation with the Catholic Education Office shall confirm the classification of that position prior to it being advertised.

11.16.3 Progression

(a) An IEW shall be classified within a level consistent with their duties, skills, qualifications and person specification of the position. They shall progress upon the completion of 12 month’s service (full time equivalent) to the next step within the classification level of the position.
(b) For an IEW to progress to a higher classification level they must possess the skills and experience required to perform the duties at the higher classification level and be required in their employment to undertake the duties and use the skills at the higher classification level.

(c) An employee may apply to the Principal of the school to progress to a higher classification level by reference to the skills utilised by the employee and the duties performed.

(d) Without limiting the generality of the foregoing clause 11.16.3 (b), the relevant criteria for progression may include:

(i) evidence of further training and or skills development
(ii) attendance at relevant in-service training where offered by the employer
(iii) duties performed are those required at the next level of classification
(iv) evidence of further development of culturally significant life skills
(v) satisfactory performance

(e) Where an employee applies to progress to a higher classification level, the Principal in consultation with the Catholic Education Office shall determine the application within one month of the date of receipt of the application. An employer shall outline reasons for unsuccessful applications.

(f) Progression to a higher classification level shall take place from the first full pay period on or after the date of approval for progression by the Principal. The employee shall commence on step one of the new classification level.

(g) An IEW who is required to perform duties at a higher classification level for a period in excess of ten (10) consecutive days shall be paid at the wage rate of the higher classification.

(h) The higher duties rate shall be paid from the point at which the employee begins undertaking higher duties until such time as the duties are no longer undertaken.

11.16.4 Indigenous Education Worker – Level 1

Level 1 employees possess generalist skills, culturally significant life skills, and undertake a wide range of duties under the general supervision of a teacher or higher level IEW. A Level 1 employee, after receiving initial instructions/training, may exercise some degree of autonomy and discretion in the performance of his or her duties.

(a) Indicative Duties may include:

(i) Assist developmentally appropriate Indigenous Australian student learning and provide an insight into Indigenous culture, either individually or in groups. Some discretion and judgment are involved in evaluating and assessing (under the supervision of an academic staff member(s)) the learning needs of students.

(ii) Within routines, methods and procedures carry out liaison between the school, the student and the student’s parents and wider family, where some discretion and judgment are involved.

(iii) Support students in relation to their cultural needs where some discretion and judgment are involved.

(b) Examples of skills required for this position include:

(i) Communication Skills:
   Proficient writing skills, such as composing letters
   Proficient spoken expression
An ability to comprehend and interpret documentation

Interpersonal Skills:
An ability to apply knowledge and skills in dealing with several colleagues or clients

Technical Skills:
An ability to operate a range of office equipment with a standard level of competence

Organisational and Planning Skills:
An ability to prioritise work and assigned tasks

Supervisory Skills:
Limited supervision

Problem Solving:
An ability to identify problems and refer to other staff

11.16.5 Indigenous Education Worker – Level 2

Level 2 employees are required to undertake duties needing additional experience or operational knowledge such as may be gained by the possession of culturally significant life skills, completion of relevant post secondary training (i.e. Certificate 3 or 4) or from on-the-job experience considered relevant by the employer.

A Level 2 employee is regularly required to exercise independent judgment and initiative and to demonstrate experience in his or her area of work.

(a) Indicative Duties may include:

(i) Assist developmentally appropriate Indigenous Australian student learning and provide an insight into Indigenous culture, either individually or in groups, under the general supervision of an academic staff member(s).

(ii) Employees at this level are required to exercise discretion and judgment to modify education programs to meet the learning needs of Indigenous Australian students.

(iii) Carry out liaison between the school, the student and the student's parents and wider family, where discretion and judgment are required in relation to planning, actions and achieving outcomes.

(iv) Within a variety of routines, methods and procedures provide significant assistance in the enrolment, family liaison and placement of Indigenous Australian students.

(b) Examples of skills required for this position include:

(i) Communication Skills:
An ability to prepare reports and provide written advice related to work area
An ability to conduct presentations in meetings and to groups

(ii) Interpersonal Skills:
A capacity to interact effectively with others both individually and with groups

(iii) Technical Skills:
An ability to manipulate information using complex office equipment

(iv) Organisational and Planning Skills:
An ability to plan own work schedule
A capacity to effectively prioritise own work and assess own performance

(v) Supervisory Skills:
May supervise other staff

(vi) Problem Solving:
Participates on a routine basis in problem solving and decision making in relation to the operational area

11.16.6 Indigenous Education Worker – Level 3
Level 3 employees are regularly required to exercise independent judgment and initiative, and possess a knowledge of complex operational procedures normally acquired through possession of culturally significant life skills, extensive experience, or training.

Level 3 employees are responsible for their own work and, where appropriate, the work of those supervised. They are expected to resolve complex operational problems and may coordinate work within a department of the school and/or have significant input into organisational planning.

(a) Indicative Duties may include:

(i) Apply a range of technical skills, culturally significant life skills and other skills involving the self-directed application of knowledge gained through formal studies/qualifications applicable to this level or knowledge and experience that are determined by the employer as necessary to successfully carry out the duties of the position. This may include: developing the framework for and providing the instruction to Indigenous Australian students, with an insight into Indigenous culture or perspectives (within a structured learning environment) under the general supervision of an academic staff member(s); providing pastoral ministry and support for Indigenous Australian students.

(ii) Under broad guidance, supervise the operations of the school's processes and activities in relation to Indigenous Australian students. This may include: enrolment; family liaison; and placement.

(iii) Provide advice as a resource to education staff in determining appropriate pedagogy and development of programmes with an Indigenous perspective.

(b) Skills for Level 3 Employees

An employee classified at Level 3 would be expected to possess and apply the skills outlined for employees graded at Levels 1 and 2. A Level 3 IEW shall have a high level of proficiency in his or her particular area of responsibility. Without limiting the skill levels required of Level 3 IEW, the following list is indicative:

(i) Possess culturally significant life skills

(ii) Perform the entire range of duties required of a level 2 employee

(iii) Exercise responsibility, including routine delegation if required

(iv) Demonstrate detailed knowledge of operational procedures

(v) Have and use advanced skills and knowledge in the operation of complex office equipment and procedures

(vi) Have completed relevant post-secondary training, e.g. has successfully completed two years of a degree qualification, or have significant technical and procedural knowledge acquired through relevant work experience as considered by the employer comparable with formal training,

(vii) Resolve operational problems and coordinate work within a section of the school

(viii) Assist in planning and implementation of projects.

PART 12 – CONDITIONS SPECIFIC TO EARLY CHILDHOOD WORKERS

12.1 Workers and Workplaces covered by this Part

12.1.1 Part 12 of this agreement provides the terms and conditions of employment for:

Before School, After School, Pre-school/Early Learning Centres and Long - Day Care facilities run in conjunction with and on the premises of Diocese of Darwin Catholic Schools.

12.1.2 Specific provisions relating to employees who are teachers

(a) The terms and conditions for an employee who is a Director, and who is a teacher, are provided in clause 12.21; and
The terms and conditions for an employee who is a teacher are provided in clause 12.22.

12.2 Full-Time Employees

A full-time employee shall be a person who is engaged for no less than 38 ordinary hours per week.

12.3 Part-Time Employees

12.3.1 A part-time employee is an employee who is engaged to work less than 38 ordinary hours per week.

12.3.2 A part-time employee shall be paid, for each hour worked, one thirty-eighth of the rate prescribed for the appropriate classification set out in Schedule B. Such part-time employees shall be entitled to receive all benefits of these provisions and the award on a pro rata basis.

12.3.3 For work performed on any shift a part-time employee shall receive a minimum payment of two and one half hours. Provided that where a part-time employee, working in before and after school care works a broken shift, the minimum payment for the morning part of the shift shall be one and one half hours and the minimum payment for the afternoon part of the shift shall be two and one half hours.

12.3.4 The rostered hours of work for a part-time employee, other than a teacher, may be altered by mutual agreement recorded in writing. Such recording may be contained on a time sheet or wages book. In such cases part-time employees may work up to 38 hours per week or 8 hours per day without the payment of overtime.

12.3.5 An employer cannot vary a part-time teacher’s load or days of attendance unless:

(a) the employee consents; or

(b) where such a variation is required as a result of a change in funding, enrolment or curriculum, the employer provides five weeks’ notice in writing. Where the change would result in a reduction in salary, the salary of the teacher is maintained for a period of five weeks.

12.4 Casual Employees

12.4.1 A casual employee shall be an employee who is engaged on an irregular or occasional basis.

12.4.2 Casual employees engaged to work regular rostered hours for a continuous period of four weeks or more shall have the option of being paid as a casual employee or may choose to convert to be paid as a permanent part-time employment and access entitlements as if a permanent employee. Their official employment classification will remain a casual. Casual employees shall be limited to one opportunity each year to convert from being paid as a casual to that of permanent part-time.

12.4.3 A casual employee shall be engaged daily or hourly at the discretion of the employer, provided that the minimum engagement is not less than two and one half hours.

12.4.4 An employee so engaged shall be paid for all time worked at an hourly rate calculated as per clause 4.2 of the appropriate rate of pay for the classification in which engaged, plus 25 per cent.

12.4.5 With respect to casual employees the following provisions shall not apply: Terms of engagement; Part-time employment; Notification of shifts and work location; Holidays; Termination of employment in relation to a holiday; Annual leave; Personal Leave, Parental leave; Higher grade work and Redundancy.
12.5 Limitation of when ordinary hours are worked

The ordinary hours of work will be on Monday to Friday. No ordinary hours will be worked on a Public Holiday.

12.6 Stand down

Other than in periods of recreation leave as provided for in this Agreement, employees working in before and after school care programs, may be stood down without pay during the school vacation period, provided that:

(a) a stand down does not break the continuity of service of the employees;
(b) the period of any stand down is taken to be a period of service as far as sick leave; annual leave, long service leave and parental leave service requirements are concerned;
(c) employers are to give no less than four weeks notice of their intention to stand down employees; and
(d) should an employer seek to invite employees to resume work during stand down period as much notice as possible shall be given, but an employee stood down shall have the right to refuse to return to work at any time other than that notified in accordance with above.

12.7 Classifying Employees

All employees shall be classified by the employer into one of the levels contained in one of the classification streams set out in clause 12.20 of this Agreement in accordance with the employee's skills, responsibilities and duties. Where an employee believes they have been wrongly classified they can apply to have their classification reviewed and disputes shall be settled using the Dispute Avoidance and Grievance Procedures in this Agreement.

12.8 Wage Rates

Employees shall be paid in accordance with the minimum weekly or hourly rates of pay as set out in Schedule B (Wages) of this Agreement in accordance with their contract of employment and classification level and any additional allowance as set out in this Agreement.

12.9 Flexibility of Work

An employer may direct an employee to carry out such duties as are within the limits of the employee's skills, competence and training consistent with the classification structure of this Award, provided that such duties are not designed to promote de-skilling and that any direction issued by an employer shall be consistent with the employer's responsibilities to provide a safe and healthy working environment.

12.10 Higher Level Work

12.10.1 An employee called upon to perform duties of another employee in a higher level or classification for a period of seven (7) days consecutively shall be paid for all such time worked at the rate of pay prescribed for the first year of service at the appropriate higher level or classification.

12.10.2 An employer may direct an employee to carry out such duties as are within the limits of the employee's skills, competence and training consistent with the classification structure of the Award, provided that such duties are not designed to promote de-skilling and that any direction issued by an employer shall be consistent with the employer's responsibilities to provide a safe and healthy working environment.
12.11 First Aid Qualification

12.11.1 The employer shall ensure that all employees are holders of current recognised first aid qualifications and will pay for any updates during the term of their employment. In addition, the employer shall ensure that all employees receive training relating to asthma awareness, anaphylaxis and fire awareness.

12.11.2 Where, at the point of initial engagement an employee does not hold the qualification referred to in 12.11.1, or has not received the training referred to in 12.11.1, the employer will pay for such qualification and/or training. However, the qualification/training may be undertaken in the employee's own time.

12.11.3 The employer will pay for any updates to the qualification and/or training required during the term of the employee's employment.

12.12 Hours of Work

12.12.1 The ordinary hours of work of employees shall be an average of thirty-eight hours per week over a one, two or four week cycle.

12.12.2 Ordinary hours shall be worked in periods not exceeding eight hours, in unbroken periods save for meal breaks, Monday to Friday. Subject to the provisions of clause 1.4 (Individual Flexibility Arrangement), by agreement between an employer and an employee, an employee may be rostered to work up to a maximum of 10 hours in any one day.

12.12.3 The commencement time of the ordinary hours of work shall not be earlier than 7.00 a.m. and the ceasing time of the ordinary hours of work shall not be later than 7.00 p.m.

12.13 Rostered Time Off for Full-Time Employees

12.13.1 The method of rostering the 38 hour week may be any of the following:

(a) by employees working less than 8 ordinary hours of each day; or

(b) by employees working less than 8 ordinary hours on one or more days each week; or

(c) by rostering employees off on various days of the week day during that cycle; or

(d) by accumulating rostered days off with a maximum of five such days being taken consecutively at times mutually convenient to the employer.

12.13.2 In the absence of agreement at establishment level in respect to the rostering of the 38 hour week, the procedures for dispute avoidance and resolution of this agreement shall apply.

12.14 Non-Contact Time

12.14.1 An employee who is responsible for the preparation, implementation and/or evaluation of a programme for an individual child or a group will be entitled to a minimum of two hours per week for the purpose of planning, preparing, evaluation and programming activities. During this time the employee will not be required to supervise children or perform other duties directed by the employer.

12.14.2 Such non-contact time shall be granted to the employee when such employee requests that time is necessary. The hours at which such non-contact time will be taken will be decided by the Principal following discussion with the employee concerned.

12.14.3 Where the employer believes that non-contact time is unnecessary the employer shall discuss this with the employee within 8 hours of such request being made. Following this discussion should the employee not accept the decision of the employer the employee shall have the
right to seek assistance from the Union in accordance with the dispute avoidance and grievance procedure in this Agreement.

12.14.4 Wherever possible non-contact time should be rostered in advance so as to minimise the disruption to the service and the cost impact.

12.15 Attendance at Court

Where it is necessary for an employee to attend a court on the employer's or employer's clients behalf in connection with any matter arising out of or in connection with an employees duties, the time so occupied shall count as time worked.

12.16 Rosters

12.16.1 An employer shall post a legible notice at some place readily accessible to employees indicating the hours of commencement and cessation of work. The said hours shall only be changed after at least seven days notice to the employee concerned, otherwise overtime shall be paid. However, an employee and employer may agree to waive or shorten this notice period in a particular case. Such agreement must be recorded in writing and form part of the time and wages records.

12.16.2 The employer is also relieved of the obligation to provide the full seven days' notice where an emergency outside of the employer's control causes the employer to make the change. In this clause, emergency means any situation or event that poses an imminent or severe risk to the persons at an education and care service premises, or a situation that requires the education and care service premises to be locked-down.

12.16.3 As required by the employer, an employee shall start and cease work on the job at the commencing and finishing times within which the ordinary hours shall be worked and shall transfer from job to job as directed by the employer.

12.16.4 Where an employee is required to permanently transfer from one shift to another (other than by mutual agreement) the employee shall be given seven days notice of such change or be paid overtime as prescribed in the Award for each day the employee reports for duty at the new shift until seven days have expired from the date of the notice of such change.

12.17 Annual Leave

In addition to the public holidays specified in this Agreement, an employee shall be entitled to annual leave on full pay for a period equal to six (6) working weeks for each continuous twelve months service (less the period of annual leave) with his or her employer.

12.18 Infectious Diseases

12.18.1 An employee who contracts an infectious disease through a contact in the area of employment shall be entitled to infectious diseases leave for the following:

(a) Chicken Pox (Varicella)
(b) German Measles (Rubella)
(c) Head Lice
(d) Hepatitis
(e) Impetigo
(f) Measles (Morbili)
(g) Mumps
(h) Rheumatic Fever
(i) Ringworm
(j) Scarlet Fever
(k) Conjunctivitis
(l) Whooping Cough
(m) Cold Sores
(n) Hepatitis A.
(o) Scabies
(p) Streptococcal Infection
(q) Active Tuberculosis
(r) Epidemic-Influenza (to be defined)

12.18.2 Infectious Diseases Leave shall be granted provided that:

(a) a duly signed certificate by a qualified medical practitioner stating the nature of the illness accompanies any application for leave with pay under the provisions of this subclause;

(b) that leave is taken in accordance with this subclause shall not be debited against normal sick leave credits;

(c) It can be shown that a number of children in the care centre, under the employee’s direct supervision, have been absent suffering from the disease for the two months preceding the employee’s absence.

12.19 Progression Through Classification Levels

12.19.1 Advancement through the first incremental level at any classification or qualification level shall be automatic.

12.19.2 Entry into a qualification level within a classification shall be by appointment to that level by the employer.

12.19.3 Any disputes concerning an employee’s incremental level shall be dealt with in accordance with the Disputes Avoidance and Grievance Procedures.

12.20 Incremental Progression

12.20.1 Progression from one level to the next within a classification is subject to a child care worker meeting the following criteria:

(a) competency at the existing level;

(b) 12 months experience or full time equivalent at that level, in-service training and professional development as required;

(c) demonstrated ability to acquire the skills which are necessary for advancement to the next pay point level.
12.20.2 Where an employee is deemed not to have met the requisite competency at their exiting level at the time of appraisal, his/her incremental progression may be deferred for periods of three months at a time provided that:

(a) the employee is notified in writing as to the reasons for the deferral;

(b) the employee has, in the twelve months leading to the appraisal, been provided with in-service training required to attain a higher pay point;

(c) following any deferral, the employee is provided with the necessary training in order to advance to the next level.

12.20.3 Where an appraisal has been deferred for operational reasons beyond the control of either party, and the appraisal subsequently deems the employee to have met the requirements under this clause, any increase in wage rates will be back paid to the 12 month anniversary date of the previous incremental progression.

12.20.4 An employee whose incremental advancement has been refused or deferred may seek to have the decision reviewed by lodging a written request through the dispute avoidance and grievance procedure in this Agreement. If the review is successful, then the incremental advancement will be backdated to the original due date. The review process must be completed within two months of the request for the review being made.

12.21 Classification Descriptions

12.21.1 Director

(a) At the time of making this Agreement, the Principal of a school with an early learning centre is the Director.

(b) In the event that 12.21.1 (a) does not apply, Director means an employee, other than a Principal, who is appointed as the Director of an Early Learning Centre and who is responsible for the overall management and administration of the Centre.

(c) A Director must, at least, hold one of the following qualifications:

(i) a relevant degree;
(ii) an AQF Advanced Diploma;
(iii) a Diploma in Children Services; or
(iv) possess such experience or qualifications which are acceptable to the appropriate licensing authority.

(d) A Director may be required to perform the following duties:

(i) supervise the implementation of educational and/or developmentally appropriate programs for children;
(ii) recruit staff in accordance with relevant regulations and policies and in collaboration with the Principal;
(iii) maintain day to day accounts and handle all administrative matters relating to the Centre or delegate such duties to appropriate administrative personal;
(iv) ensure that the Centre adheres to all relevant regulations and statutory requirements;
(v) ensure that the Centre meets or exceeds quality assurance requirements;
(vi) liaison with families and outside agencies;
(vii) formulate and evaluates annual budgets for the Centre in collaboration with the school’s finance officers;
(viii) liaison with school and/or Catholic Education Office administrators;
(ix) provide professional leadership and development to staff; and
(x) develop and maintain policies and practices for the Centre.
The Director (who is, at the time of making this Agreement, the Principal) will be a Certified Supervisor, and will be the Nominated Supervisor for the centre.

A Director who is a Teacher will be paid in accordance with the rate of pay prescribed by this Agreement for a teacher, provided that a Director who is a Teacher will be paid, as a minimum, the rate applicable at classification level CT2 of the scale applying to Teachers.

A Director who is a teacher will, in addition to the remuneration provided for at clause 12.21.1 (g), be paid an allowance of 8.5% of the CT2 classification level found in Schedule B.

A Director who is not a teacher will be paid a salary as prescribed by Schedule B (Wages) of this Agreement.

12.21.2 Assistant Director

An Assistant Director is an employee who is employed to assist the Director (as defined) in the running of a Centre.

An Assistant Director must hold at least an AQF 5 Diploma in Children Services or possess such experience or qualifications which are acceptable to the appropriate licensing authority.

An Assistant Director may be required to perform the following duties:

(i) co-ordinate and direct activities of employees engaged in the implementation and evaluation of the educational and/or developmentally appropriate programs;
(ii) contribute, through the Director, to the development of the Centre's policies;
(iii) co-ordinate Centre operations including occupational health and safety, educational and developmental program planning, and staff training;
(iv) take responsibility for the day to day management of the Centre in the temporary absence of the Director and as such to be responsible for management and compliance with licensing, statutory and quality assurance issues;
(v) generally supervise employees within the Centre;
(vi) an Assistant Director may also be a Team Leader;
(vii) liaise with families.

An Assistant Director will be a Certified Supervisor.

An Assistant Director who is a Teacher will be paid in accordance with the rate of pay for a Teacher prescribed by this Agreement. However, an Assistant Director who is a Teacher will be paid, as a minimum, the rate applicable at classification level CT1 of the scale applying to Teachers.

An Assistant Director who is not a Teacher will be paid a salary as prescribed by Schedule B of this Agreement.

12.21.3 Team Leader

A Team Leader is an employee who is appointed as the person in charge of a group of children.

A Team Leader must hold a Diploma of Children Services or possess such experience and/or qualifications, e.g. AQF Certificate IV, which are acceptable to the employer and/or the appropriate licensing authority.

A Team Leader may be required to perform the following duties:
(i) be responsible, in consultation with the Assistant Director/Director, for the implementation and evaluation of educational and/or developmentally appropriate programs for children and groups of children;
(ii) be responsible for the direction and general supervision of Assistants;
(iii) be responsible to the Assistant Director/Director for the supervision of students on placement;
(iv) ensure a safe environment is maintained for both staff and children;
(v) ensure that records are maintained accurately for each child;
(vi) develop, implement and evaluate daily care routines;
(vii) ensure the Centres' policies and procedures are adhered to; and
(viii) liaise with families.

(d) A Team Leader will be paid in accordance with Schedule B of this Agreement.

(e) A Team Leader with Certificate III and on a Study Development Program (SDP) will be paid in accordance with Schedule B of this agreement.

12.21.4 Assistant (Qualified)

(a) Assistant (Qualified) means an employee who assists a Team Leader in working with a group of children.

(b) An Assistant (Qualified) must hold at least an AQF Certificate III in children services or possess such experience and/or qualifications which are acceptable to the appropriate licensing authority.

(c) An Assistant (Qualified) may be required to perform the following duties:

(i) assist in the preparation, implementation and evaluation of developmentally appropriate programs for individual children or groups of children;
(ii) be responsible for recording observations of individual children or groups of children for program planning purposes for higher level staff members;
(iii) under direction, work with individual children with particular needs;
(iv) assist in the direction of unqualified assistants;
(v) undertake and implement requirements of quality assurance;
(vi) work in accordance with any health and safety and or food safety regulations.

(d) An Assistant will be paid in accordance with Schedule B of this Agreement.

12.21.5 Assistant (Unqualified) Entry Point Year 2

(a) Assistant (Unqualified) means an employee who has completed 12 months in Level 1 or a relevant AQF Certificate or in the opinion of the employer has sufficient knowledge and experience to perform the work within the scope of this level. An employee at this level must be actively working towards an appropriate qualification.

(b) An Assistant (Unqualified) may perform the following duties:

(i) assist in the implementation of the children's programs under supervision;
(ii) assist in the implementation of daily care routines;
(iii) develop awareness of and assist in maintenance of the health and safety of the children in care;
(iv) give each child individual attention and comfort as required;
(v) understand and work according to the centre or service's policies and procedures;
(vi) responsible for food preparation, cleaning, gardening or general maintenance tasks that are specifically related to child learning and care activities under the guidance of the Assistant Director/Director; and
(vii) demonstrate knowledge of hygienic handling of food and equipment.
(c) An Assistant (Unqualified) will enter at Level 2 on the scale and be paid in accordance with Schedule B of this Agreement.

12.21.6 Assistant (Unqualified) Entry Point Year 1

(a) This is an employee has no formal qualifications but is able to perform work within the scope of this level. This employee will work under direct supervision in a team environment and will receive guidance and direction at all times. This employee will receive structured and regular on-the-job training to perform the duties expected at this level. Normally, an employee at this will not be left alone with a group of children. An employee at this level must be actively working towards an appropriate qualification.

(b) An assistant (Unqualified) will be introduced to the working environment and will undertake the following duties;

(i) learning and implementing the policies, procedures and routines of the ELC;
(ii) learning how to establish relationships and interacting with children;
(iii) learning the basic skills required to work in this environment with children;
(iv) giving each child individual attention and comfort as required;
(v) basic duties including food preparation, cleaning and gardening that are specifically related to child learning and care activities.

(c) An assistant at Level 1 shall progress to the next level after a period of one year or earlier if the employer considers the employee capable of performing the work at the next level or if the employee actually performs work at the level.

12.22 Director who is a Teacher – terms and conditions

12.22.1 Except for the rate of remuneration, the terms and conditions of employment for an employee who is a teacher (and undertakes pro-rata teaching duties), and who is employed as a Director in a Before School, After School, Pre-school/Early Learning Centres and Long - Day Care facility will be those which are applicable to a primary teacher. A Director who is a teacher shall receive pro-rata stand down to a maximum of 0.5 FTE in relation to the director's teaching load.

12.22.2 An employee who is employed as a Director and who is a teacher (but does not undertake teaching duties) will receive six (6) weeks annual leave, but will receive the other conditions applicable to a teacher in line with clause 12.22.1.

12.22.3 The rate of remuneration for an employee who is a teacher and who is employed as a Director in a Before School, After School, Pre-school/Early Learning Centres and Long - Day Care facility is prescribed by paragraphs 12.21.1 (g) and (h).

12.23 Teacher – terms and conditions

12.23.1 The terms and conditions of employment (including the rate of remuneration) for an employee who is a teacher and who is employed in Pre-school and/or Early Learning Centres will be those which are applicable to a primary teacher.

PART 13 – CONDITIONS SPECIFIC TO BOARDING STAFF

13.1 Employees and Workplaces covered by this Part

This part applies only to Residential Staff who directly supervise or who are responsible for the supervision of, the educational, recreational and personal general welfare of boarding students in or about a boarding house and shall include those supervisory duties outside a boarding house that are regularly performed by supervisory staff. This part shall not include those persons employed as cleaners, caretakers, kitchen and canteen staff, laundry staff,
nursing staff, grounds staff, and those employees primarily employed as teachers for more
than 0.5 of a teaching load or to a member of a religious order unless it is so stated in a
written contract of employment between that person and the employer.

13.2 Residential Position Descriptions

The Principal of a College shall ensure that all staff are provided on an annual basis with a
statement of:

13.2.1 Staff roles, tasks and duties, with clear and concise role descriptions and operational
responsibilities for all positions;

13.2.2 the quantification of staff workloads including the staff/student ratio;

13.2.3 determination of clear terms and conditions for on-call and call out duties;

13.2.4 the hours of duty, additional hours of work required each week to access stand down time
and additional hours required each week in lieu of accommodation; and

13.2.5 definitions and limits for “other duties that may be required”.

13.3 Contract of Employment

Employment may be provided on a live-in or live-out basis and although this should be
especially the choice of the employee, the employer shall be entitled to designate a specific
position as live-in. The employee’s choice of live-in may also be limited by the availability of
suitable accommodation.

13.4 Ordinary Hours of Work

13.4.1 Subject to clause 13.4.4, the maximum number of ordinary hours for a full time employee will
be 38 per week.

13.4.2 Subject to clause 13.4.4, the maximum number of ordinary hours for a part-time employee will
be less than 38 per week.

13.4.3 All full-time employees are to be entitled to two full days per week free of boarding house
duty.

13.4.4 The ordinary hours of work on a day will be worked within a span of fourteen (14) hours from
initial commencing time to final ceasing time.

13.4.5 The ordinary hours of work on a day will be worked in no more that two periods.

13.4.6 The maximum number of ordinary hours which can be worked on any one day is ten (10).

13.4.7 Notwithstanding the hours identified in clauses 13.4.1 and 13.4.2, an employee may work
additional hours in return for either or both: payment for the Stand Down period (clause 13.5); and
Board and Lodgings (clause 13.9).

13.4.8 An agreement to work additional hours as identified in clause 13.4.7 will be recorded in writing
and signed by the employer and the employee.

13.4.9 Sleepovers:

(a) Where an employee is required to sleep over on the employer’s premises that
employee will be paid for two hours at their ordinary rate for each such occasion.

(b) Where an employee is sleeping over on the employer’s premises and that employee
is called out to work they will be paid at their ordinary rate for each call out. However,
the minimum payment to be received by an employee is two hours at the employee’s ordinary rate of pay.

So as to remove doubt, it is recorded such an employee does not receive the two hour minimum payment for each of multiple call outs. The employee will be paid at their ordinary rate for the one or more call outs (as applicable), and the employee will receive that calculation, or payment for two hours, whichever is the greater.

13.4.10 In the event of an emergency situation existing which places in jeopardy the safety, good order and discipline of the residents (including but not limited to: cyclone, fire, evacuation or an incident that may cause serious harm or threat to life), an employee may be required to remain on duty, regardless of the employees allocated hours, until the situation is deemed to have passed. That employee will be paid at the ordinary hourly rate for the first hour of such duties. Any such duties extending beyond one hour will be paid for at the rate of time and a half for the next three hours and then at the rate of double time.

13.5 Stand Down Hours

13.5.1 In addition to the 38 ordinary hours an employee (other than a casual employee) may work up to a maximum of an additional 6 hours per week so as to be entitled to payment for the 6 weeks Stand Down per year. An employee will only be required to work such additional hours for a maximum of 40 weeks in a year.

13.5.2 Such additional hours can be worked either by Sleepover or active duty.

13.5.3 Where an employee terminates their employment or the employment of an employee is terminated, that employee shall be entitled to a payout of any hours accumulated towards payment for the Stand Down which have not been accessed. Such payment will be in addition to any other entitlements in this Agreement.

13.6 Part time and Casual Employees

13.6.1 Casual employees

(a) A casual employee shall be an employee who is engaged on an irregular or occasional basis.

(b) A casual employee shall be paid for all time worked at an hourly rate calculated as per clause 4.2 at the appropriate rate of pay for the classification in which engaged, plus 28 per cent.

(c) The minimum hours a casual may be requested to work shall be two. With respect to casual employees the following provisions shall not apply: Public Holidays; Annual leave; Personal Leave, Parental leave; Higher grade work and Redundancy.

(d) Casual employees engaged to work regular rostered hours for a continuous period of four weeks or more shall have the option of being paid as a casual employee or may choose to convert to permanent employment and access entitlements as a permanent employee. Their official employment classification will still be as a casual.

(e) Casual employees shall be limited to one election to convert from casual to permanent per year.

(f) Entitlements, for casual employees who choose to convert to permanent status, shall begin on their first permanent shift, except Long Service Leave, where their entitlement begins from the date they first began to work.

(g) A casual employee can work a maximum of 20 hours per week. Hours can be increased in the case of an emergency, as provided in clause 13.4.10.
13.6.2 Part time employees

(a) A part-time employee shall be paid, for each hour worked, one thirty-eighth of the rate prescribed for the appropriate classification set out in Attachment. Such part-time employees shall be entitled to receive all benefits of these provisions and the award on a pro rata basis.

13.7 Classification and Limitation on Casual Employment

13.7.1 Classifying employees

All employees shall be classified by the employer into one of the levels contained in one of the classification streams set out in this Agreement in accordance with the employee’s skills, responsibilities and duties. Where an employee believes they have been wrongly classified the matter shall be dealt with in accordance with the dispute settling procedure set out in this Agreement.

13.7.2 House Parent

An employee at this level may be responsible for:

(a) Ensuring that students understand and adhere to School policies. This involves the application of knowledge with depth in some areas.

(b) Overseeing and monitoring the departure and return of students on weekend leave. This will be carried out in accordance with existing routines methods and procedures.

(c) Supervision of study and homework where direction and judgement are required.

(d) Supervision of student activities and outings where direction and judgement are required (involving the pastoral care and welfare of students and general functions of the boarding house).

(e) Provision of supervision of meals and meal times. This will be carried out under general guidance.

(f) Liaison with parents as the need arises and as provided for in existing School policy.

(g) Reception duties including basic administration, distribution and posting of mail, provision of phone cards, stamps etc. These duties will be carried out in accordance with existing routines methods and procedures.

13.7.3 Team Leader

An employee at this level will perform the duties and exercise the responsibilities identified for a House Parent. In addition, an employee at this level will:

(a) Hold a current first aid certificate;

(b) Possess a recognised residential care certificate or sufficient practical experience which, to the satisfaction of the employer, enables the employee to operate at a similar level of skill and responsibility; and

(c) Have at least two year’s experience working in a school boarding facility.

13.7.4 Second in Charge Boarding (Girls/Boys)

An employee at this level may be responsible, subject to direction by the Head of Boarding, for:
(a) the smooth and efficient management of student activities in a boarding house (involving the pastoral care and welfare of students and general functioning of the boarding house);

(b) Implementation of school policy and procedures as identified by senior management;

(c) Supervision of lower level staff;

(d) Liaison with parents where discretion and judgment are required.

(e) In addition, an employee at this level will:

(i) Hold a current first aid certificate; and
(ii) Possess either a recognised Diploma or Degree in a discipline relevant to residential care or education, or sufficient practical experience which, to the satisfaction of the employer, enables the employee to operate at a similar level of skill and responsibility; and
(iii) Have at appropriate experience working in a school boarding facility.

13.7.5 Head of Board (Girls/Boys)

An employee at this level will be expected to perform functions with a high degree of autonomy and personal responsibility. The position is responsible directly to the Principal.

(a) In addition to those functions listed for Second in Charge Boarding staff at this level may be required to perform any or all of the following functions:

(i) provide general coordination and management of the residential community by chairing regular meetings;
(ii) establishing uniform policy and practices;
(iii) address nursing, catering and maintenance arrangements;
(iv) staff deployment between the Houses.

(b) Further the position is responsible for any residential administrative matter outside the normal day to day management of the girls/boys boarding house and any matter involving more than one residential house (including discipline, social and sporting functions).

(c) In the absence of the Principal or school deputy, staff at this level may act in the place of the Principal and may authorise necessary action; this may, pending consultation with the Principal, include temporary suspension.

13.7.6 Casual Employees

A staff member may be employed as a casual employee to fulfil the duties associated with the role of a House Parent on a temporary or intermittent basis. Such a casual staff member cannot occupy a role higher than that of a House Parent.

13.8 Full time House Parents and Other Employment

Full time staff engaged as House Parents will not participate in other employment that will impede their rostered hours of work under this Agreement. Where an employee participates in other employment they must advise the employer of that fact.

13.9 Live In Specific Arrangements - Accommodation

13.9.1 All employees who are designated as live-in staff shall be supplied with suitable accommodation. Such accommodation will ensure privacy and adequate isolation from the workplace. In addition, the accommodation shall allow access to a private phone and basic cooking facilities. Staff must be shown their accommodation.
13.9.2 The employee’s contract must include a clause indicating that the staff accept the accommodation they have been shown. The employer may inspect staff accommodation once each term. At least two week’s notice will be provided prior to any inspection.

13.9.3 All employees who are designated as live-in staff and who work the additional hours identified in clause 13.10 shall be supplied with suitable meals when the kitchen is available.

13.9.4 A joint working party will be formed, comprising two employer representatives and two employee representatives. This working party will consider policies regarding: maintenance; provision and use of utilities; and any terms governing the use of accommodation.

13.10 Board and Keep

13.10.1 In addition to the Normal Hours and Stand Down Hours, live in employees will be required to work a maximum of twelve (12) additional hours per fortnight so as to be entitled to board and keep.

13.10.2 Clause 13.10.1 will apply to both boarding staff and teaching staff. It will only apply to full time and part time employees. Casual employees are not covered by clause 13.10.1.

13.10.3 The additional hours specified in 13.10.1 shall be worked as either active duty or as Sleep-Overs.

13.10.4 An employee will only be required to work the additional hours identified in clause 13.10.1 for a maximum of 40 weeks in a year.

13.10.5 Where an employee accepts a request to work additional hours in return for board and keep arrangement may be reviewed prior to the beginning of a new academic year.

13.11 Wage Rates

Employees shall be paid in accordance with the minimum weekly or hourly rates of pay as set out in Schedule B of this Agreement in accordance with their contract of employment and classification level and any additional allowance as set out in this Agreement.

13.12 Flexibility of Work

13.12.1 An employer may direct an employee to carry out such duties as are within the limits of the employee’s skills, competence and training consistent with the classification structure of this Award, provided that such duties are not designed to promote de-skilling.

13.12.2 Any direction issued by an employer pursuant to clause 13.11.1 shall be consistent with the employer’s responsibilities to provide a safe and healthy working environment.

13.13 Excess Rates

Where, by written mutual agreement between an employer and an employee, an employee receives wages and/or conditions which are in variance of those provided in this Agreement, that variance shall not be reduced by this Agreement.

13.14 Higher Level Work

13.14.1 An employee called upon to perform duties of another employee in a higher level or classification for a period of seven (7) days consecutively shall be paid for all such time worked at the rate of pay prescribed for the first year of service at the appropriate higher level or classification.
13.14.2 An employer may direct an employee to carry out such duties as are within the limits of the employee’s skills, competence and training consistent with the classification structure of the Award, provided that such duties are not designed to promote de-skilling.

13.14.3 Provided that any direction issued by an employer shall be consistent with the employer’s responsibilities to provide a safe and healthy working environment.

13.15 Infectious Diseases

13.15.1 An employee who contracts an infectious disease through a contact in the area of employment shall be entitled to infectious diseases leave for the following:

(a) Chicken Pox (Varicella)
(b) German Measles (Rubella)
(c) Head Lice
(d) Hepatitis
(e) Impetago
(f) Measles (Morbelli)
(g) Mumps
(h) Rheumatic Fever
(i) Ringworm
(j) Scarlet Fever
(k) Conjunctivitis
(l) Whooping Cough
(m) Cold Sores
(n) Hepatitis A.
(o) Scabies
(p) Streptococcal Infection
(q) Active Tuberculosis
(r) Epidemic-Influenza (to be defined)

13.15.2 Infectious Diseases Leave shall be granted provided that:

(a) a duly signed certificate by a qualified medical practitioner stating the nature of the illness accompanies any application for leave with pay under the provisions of this subclause;

(b) that leave is taken in accordance with this subclause shall not be debited against normal sick leave credits;

(c) It can be shown that a number of children in the Boarding House, under the employee's direct supervision, have been absent suffering from the disease for the two months preceding the employee's absence.
13.16 **General Conditions**

The employer shall make provisions for the following:

13.16.1 A boarding house parent or assistant parent shall be on duty at all times that Boarders require supervision except where such supervision is conducted by a teacher or in sick bay where the supervision is carried out by the school nurse, or where the student has been granted leave.

13.16.2 Access by employees to telephone facilities, related to boarding house duties.

13.16.3 Authorised employees are to be provided with proper records for obtaining medical assistance.

13.16.4 House parents have access to information concerning the past academic and behavioural records of students under their care.

**PART 14 – CONDITIONS SPECIFIC TO SCHOOL NURSES**

14.1 **Conditions of Service**

14.1.1 Nurses shall be shall be on duty during school operating periods.

(a) The ordinary hour’s duty for nurses shall be thirty-eight (38) hour per week i.e. Mondays to Fridays.

(b) Nurses shall be granted six (6) weeks annual leave on the completion of twelve months continuous service and for each twelve months continuous service thereafter.

(c) Provided that, in addition to their daily hours of work, a nurse shall work a further one hour and six minutes (1 hour 6 minutes) per day to receive full or part payment during school closure periods in the current school year.

(d) Annual leave shall be taken during school closure periods in consultation with College Management.

(e) The additional hours accrued under this sub clause shall be acquitted before nurses can avail themselves of either long service leave, annual leave or leave without pay.

(f) The use of the term 'a current school year' shall mean: five (5) working days prior to the beginning of the current school year to five working days prior the beginning of the next school year.

(g) The Nurse will have access to a free from interruption meal break of 30 minutes (unpaid) and the employee may leave the school premises during this break.

(h) If the nurse is unable to have an interruption free break, time will be credited against the additional 1.06 hours that has to be completed each day by the nurse.

(i) If there is a regular occurrence of interruption to the free meal breaks, then monitoring should occur as to why and what processes could be put in place to alleviate interruptions to meal breaks.

14.2 **Incremental Advancement**

14.2.1 Nurses employed in the classification specified in Column 1 of the table hereunder, shall be paid an annual salary at the rate or within the range appearing opposite the classification in the column of the table, with effect from the first pay period to commence on or after 9th August 2013.
The employer is to continue to pay the Nurse at the Northern Territory Public Sector Nurse 4 rates current pay rate as outlined in the table below:

<table>
<thead>
<tr>
<th>NTNS Nurse 4 current as of 9 August 2013</th>
<th>Annual pay rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Year 1</td>
<td>$88,477</td>
</tr>
<tr>
<td>Year 2</td>
<td>$91,573</td>
</tr>
<tr>
<td>Year 3</td>
<td>$95,055</td>
</tr>
</tbody>
</table>

14.2.2 Catholic schools agree to maintain parity with the Northern Territory public sector (NTNS) nurses. The increase will be in line with NTNS Nurses increases. The Catholic Schools and the Australian Nursing and Midwifery Federation will meet to discuss the increases.

14.3 On-call and Recall allowance

As per the Educational Services (Schools) General Staff Award 2010.

14.4 Overtime

All authorised overtime, and emergency callouts/situations shall be paid in accordance with the Educational Services (Schools) General Staff Award 2010.

14.5 Study Leave

14.5.1 Nurses shall, after the first twelve (12) months of employment, be entitled to apply for up to two (2) weeks per annum of professional leave without loss of pay. Professional Development needs to be related to the work at the school and approved by the Principal and/or related to the profession itself to meet registration requirements.

14.5.2 Nothing in this clause shall prevent Nurses from applying to participate in the Deferred Salary Scheme (clause 4.6 of this Agreement), provided that they meet the requirements of that clause.

14.6 Immunisation

14.6.1 The immunisation costs for the School Nurse to be immunised against Influenza; Hepatitis B and Hepatitis C be met by the employer.

14.7 Workplace

14.7.1 Catholic Schools agree to employ an agency nurse to help on the days Immunisation occurs and on occasion where workload may be increased, if additional staff are not supplied by the organisation involved.

14.7.2 Catholic Schools will work with the nurse to review the infirmary budget for each calendar year, which will reflect the cost of running the infirmary.

14.7.3 Nurse will have access to a School car. If a car is not available when needed for infirmary business and the nurses personal car is used, a car allowance will be paid as per tax rates.

14.7.4 Catholic Schools will install an emergency alarm system in the infirmary within six (6) months of approval of this Agreement.

PART 15 – CONDITIONS SPECIFIC TO MISCELLANEOUS WORKERS

15.1 General Conditions
15.1.1 The benchmark for evaluating the appropriate employment level - for grounds maintenance officers will be the descriptions used for the physical scale 1 to 3 of the *NT Miscellaneous Award (Education)*;

15.1.2 Employees may be stood down outside of normal school terms. Such stand down will be scheduled at the discretion of the College and may be for a maximum of six (6) working weeks in any calendar year. A minimum of two (2) weeks notice is required for any stand down period.

15.1.3 An employee who has worked a minimum of forty (40) weeks in a calendar year shall be entitled to six (6) weeks annual leave, with loading of 17.5% of salary paid on four weeks only. Annual leave will be taken in consultation with College management and take into account the needs of the College.

15.1.4 The employer will supply each employee on an annual basis the following protective clothing. This would be available from the employers designated supplier at the negotiated price. One (1) hat, one (1) pair of boots, one (1) pair of gloves, three (3) shirts long and/or short sleeved, three (3) pairs of pants long leg or short leg.

**PART 16 – CONDITIONS SPECIFIC TO CAINEEN STAFF**

16.1 Union Recognition and Union Membership

16.1.1 For the duration of this Agreement, the Catholic Education Office recognises the Shop Distributive and Allied Employees’ Association as being the Union that shall have representation of employees covered by this Agreement.

16.1.2 The Catholic Education Office shall recommend that all employees covered by this Agreement join the Shop Distributive and Allied Employees’ Association. This includes positively promoting union membership at the point of recruitment and recommending that all employees remain members of the Union.

16.1.3 All new employees covered by this Agreement, shall upon induction, be given an application form to join the Shop Distributive and Allied Employees’ Association and any appropriate literature provided by the Shop Distributive and Allied Employees’ Association.

16.1.4 Catholic Education Office undertakes upon authorisation to deduct Union membership dues, as levied by the Shop Distributive and Allied Employees’ Association in accordance with its rules, from the pay of employees who are members of the Shop Distributive and Allied Employees’ Association. Such monies collected will be forwarded to the Shop Distributive and Allied Employees’ Association at the beginning of each month together with all necessary information to enable the reconciliation and crediting of subscriptions to members’ accounts.

16.1.5 The Catholic Education Office undertakes to inform the Shop Distributive and Allied Employees’ Association of new starters and endeavour to invite a union official to meet any new employees.

**PART 17 – CONDITIONS SPECIFIC TO REMOTE STAFF**

17.1 Definition of Remote

For purposes of this clause, remote shall mean Santa Teresa, Daly River, Port Keats and Bathurst Island.

17.2 General Statement
Conditions for teachers in Remote Catholic Indigenous schools should be the same as their state colleagues on the basis that relevant funding is made available from the NT Department of Education (NT DOE).

17.3 Remote Relief Teachers

17.3.1 Relief teachers working in Catholic Indigenous schools will:

(a) have their travel cost paid
(b) accommodation cost paid
(c) will be paid the designated CEO teacher relief rate.
PART 18 – DECLARATIONS & SIGNATORIES

Signed for and on behalf of Catholic Church of the Diocese of Darwin
ABN 12 610 076 299
Hidden Valley Road (Cnr Beaton Road)
BERRIMAH NT 0828

In the presence of -

[Signed]
Michaela Gallen

[Signed]
27/6/2014

[Signed]
MICHAELA GALLEN
Employee Relations Coordinator

Signed for and on behalf of the Independent Education Union of Australia – Queensland and Northern Territory Branch
ABN 74 652 601 045
346 Turbot Street
SPRING HILL QLD 4000

In the presence of -

[Signed]
Terence P. Burke

[Signed]
Secretary
25 June 2014

[Signed]

LESA SCHLUSSER
Commissioner for Declarations
Department of Justice Queensland

COMMISSIONER FOR DECLARATIONS
Rep.No: 97463
Signed for and on behalf of Australian Nursing and Midwifery Federation (NT Branch)
ABN 85 434 337 677

Unit 3 25 Vanderlin Drive
Casl House
WANGURI NT 0811

In the presence of -

SHIRL NOMOA

NT ANMF President
26/6/2014

A. PHILLIPS

SENIOR ORGANISER ANMF
Signed for and on behalf of United Voice - NT Branch

ABN 45 554 619 631

Unit 1, 38 Woods Street
DARWIN NT 0800

In the presence of -
Signed for and on behalf of Shop Distributive and Allied Employees Association (SA/NT Branch)

ABN 90 746 146 487

69 Fullerton Road
KENT TOWN SA 5067

In the presence of -

[Signature]

JOSEPH DE BRUYN

NATIONAL SECRETARY

[Signature]

BRADLEY CUNNINGHAM

LABOR UNION

[Signature]

Joshua Pech
‘Sharers of the Vision’
Dear Friends,

2008 marks one hundred years of Catholic Education in the Northern Territory. We acknowledge the history of the Sisters of Our Lady of the Sacred Heart in establishing schools throughout the Territory and we celebrate the continuing journey of faith of the people of God.

As participants in Catholic Education I invite you to be open to where your journey will lead you and trust that your experience of Catholic Education will enrich your relationships: with God; with the students in your care; with their families; and with our sacred land.

We are called to model the life and teachings of Jesus as we give daily witness to the intrinsic value and uniqueness of each human person. This challenges us to get to know each student and build trusting, respectful, and supportive relationships with all members of our community. We are also challenged to use our gifts of faith and knowledge to share wisdom and the love of learning and life with all students. You are challenged to respect parents as the first educators of their children and to walk with them in guiding their children's lives.

May your contribution to Catholic Education be based on a genuine thirsting for ultimate truth and the bringing forth of the Kingdom. May the students of your community grow in faith and love through encountering the spirit of the ultimate teacher through you and your work.

God bless you in your endeavours,

Most Rev Bishop Eugene Hurley
Diocese of Darwin
Working in Our Catholic Schools

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Commitment to Teaching Competence and Professionalism ............................................................. 4
Commitment to the Learning and Personal Development of Students ........................................... 5
Commitment to Student Pastoral Care ............................................................................................... 6
Collaboration with the Parish(es) ..................................................................................................... 7
Partnership with Parents .................................................................................................................. 8
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"Those who dare to teach should never cease to learn"
Introduction

*Staff in Catholic schools, through their teaching and witness to faith, create a synthesis of culture and faith, and a synthesis of faith and life.*

Catholic School, 37

Teaching has historically been considered a privileged vocation. Indeed it is today, a ministry of the Church. Teaching in a Catholic School is participating in the formation and leadership of the students and the school community.

In the Northern Territory we become part of an extraordinary, unique and modern history. This is an important and shared responsibility for all staff to be inducted into our history, our ethos and our traditions.

This document is a key component of induction. It provides clear expectations of the role and responsibilities of all staff in Catholic Schools in the Northern Territory. Our role requires an explicit understanding of what is written. There is a mutual responsibility of both the staff member and the school leader to purposefully use the document and to review it with staff annually.

"*True Education aims at the formation of the human person. The person of each individual human being, in his or her material and spiritual needs, is at the heart of Christ's teaching: this is why the promotion of the human person is the goal of the Catholic School.*"

Religious Education Policy, Diocese of Darwin, September 2006

This is the heart of the matter - staff, students, family.

Michael Avery
Director of Catholic Education
Diocese of Darwin
1.0 Responsibilities of the Employing Authority to the Staff Member

The employing authority acknowledges the co-operative professional relationship between the school and the staff member.

Therefore, the employing authority commits to:

1.1 providing a formal letter of appointment and a role description or role specification and requirements;

1.2 making available copies or relevant school policy documents, diocesan policies, regulations and awards as appropriate;

1.3 providing a staff handbook (or equivalent) which describes general organisational details and expectations of professional staff;

1.4 encouraging and providing opportunities for all staff to participate in the faith life of the school;

1.5 providing a supportive and professional environment with excellent standards of professional service to the school / college;

1.6 using collaborative processes of decision making, where appropriate;

1.7 providing effective communication processes for all staff members;

1.8 regularly communicating the work of the School Board, School Council, Parents and Friends' Association to all staff members;

1.9 encouraging and providing opportunities for all staff to participate in professional development, and timely review and/or appraisal of performance and effectiveness.

"I believe that Catholic Schools are here to make a difference; Catholic schools in the Northern Territory do make that difference."
2.0 Responsibilities of Staff Member to School and Employing Authority

The staff member acknowledges a co-operative professional relationship with her/his school and employing authority.

Therefore, the staff member:

2.1 is open and truthful when making statements about experience, qualifications and competencies;

2.2 accepts contractual and appraisal commitments in accordance with relevant policies*, awards and agreements;

2.3 supports and complies with the development and implementation of school and Diocesan policies, regulations and awards;

2.4 [Teacher] obtains and continues to maintain Accreditation A - to teach in the Catholic school in accordance with the Catholic Education Council (CEC) Accreditation policy;

2.5 [Teacher] is accredited or obtains Accreditation B, if applicable, to teach Religious Education in the Catholic School, in accordance with the Catholic Education Council (CEC) Accreditation policy;

2.6 [Teacher] is registered by the Northern Territory Teacher Registration Board (TRB) to teach in the Northern Territory;

2.7 provides a high standard of professional service and appropriate personal presentation;

2.8 models a public lifestyle that provides a positive witness commensurate with Catholic teaching and practice;

2.9 acknowledges and supports the advisory role of the School / College Board;

2.10 accepts personal responsibility for development as a professional;

2.11 accepts and never detracts from the Catholicity of the school and the faith tradition centred upon Jesus Christ.

Note:
* Relevant Policies" may include: School/Diocesan/CEC/NCEC/Orders/Congregations
3.0 Commitment to the Church’s Mission Within Catholic Education

Staff working in our Catholic Schools show through professional and personal life a commitment to the Church's mission in Catholic Education.

Therefore, the staff member:

3.1 accepts, supports and promotes the values and principles of Catholic education within the mission of the Church;

3.2 recognises and celebrates the rich history and unfolding story of the Catholic Church and Catholic education within the Parish and the Diocese;

3.3 participates actively in the development and realisation of the school's own vision and mission;

3.4 contributes to the ongoing formation of the school as a faith-enriched community with the Eucharist as its centre and Christ as its model;

3.5 strives, through teaching and example, to develop students' understanding and acceptance of Catholic teachings, values and practices; and the following of the Person of Christ;

3.6 helps students to integrate faith and culture in their daily lives within a changing world in the light of the Gospel message of love, truth and freedom;

3.7 develops and maintains an adequate understanding of the implications of catholic teachings for the curriculum and everyday life;

3.8 strives to live out her/his personal vocational commitment as a staff member in a community of colleagues and in an atmosphere of trust, mutual respect, loyalty, integrity and truthfulness;

3.9 strives to maintain a healthy balance between personal and professional areas of her/his life.

“Working in an environment where the Christian ethos of sharing, forgiveness and appreciation underlies the vision of and relationships within the community.”
4.0 Commitment to Teaching Competence and Professionalism

*The Teacher as a competent professional is committed to Catholic Education and to ongoing professional development.*

Therefore, the teacher:

4.1 strives to provide effective teaching and learning through continual professional development;

4.2 acts in a professional manner among staff, students and the community, thereby enhancing the status of the profession;

4.3 participates in school-level curriculum development and evaluation consistent with Catholic ethos and approved policies and guidelines;

4.4 uses appropriate student assessment procedures consistent with school policy, and provides meaningful feedback to students and parents;

4.5 is sensitive and responsive to students with special needs and implements effective strategies to cater for diversity;

4.6 nurtures the particular gifts and talents of all students;

4.7 supports and contributes to the leadership of the school and exercises personal leadership appropriately;

4.8 builds and maintains collaborative partnerships in relationships with colleagues;

4.9 participates, when appropriate, in Diocesan professional development teams and programs and supports the school in collaborating in professional development programs across networks and the Diocese;

4.10 assists and supports newcomers to, and all those involved in, the teaching profession;

4.11 recognises and interacts appropriately with other professionals outside the immediate school environment and school system.

4.12 is guided by the Teacher Registration Board (TRB) Northern Territory - Standards of Professional Practice for Teachers.
5.0 Commitment to the Learning and Personal Development of Students

Staff in our Catholic schools share in the promotion and the formation of the whole person. This is done through developing positive rapport with students and through a clearly-directed and well-planned school curriculum which should enhance student learning and personal development.

Therefore, the staff member:

5.1 integrates values consistent with Catholic teaching into all areas of the school curriculum;

5.2 provides a diversity of creative and effective learning experiences to enable all students to gain access to the knowledge, skills and values required for full, active and fruitful participation in society;

5.3 encourages the development of critical thought, reflection and community action in the light of Gospel values and consistent with the teachings of the Church;

5.4 leads students through facilitation, co-ordination, word and example towards greater responsibility for their own learning;

5.5 recognises and caters for different styles and rates of learning across curriculum areas;

5.6 presents and models learning and growth in faith as a life-long and life-giving process;

5.7 is a role model as a life-long learner;

5.8 displays a commitment to personal wellbeing and care of self.

"All of life is a spiritual pilgrimage. As a Catholic teacher I have a commitment to shape every student's journey from a Christ-centred point of view. To share and shape their journey is both a privilege and a delight. I am inspired by the journey of each student.

The process of personal change and growth is indeed a mystery but there is the realization that in the process God is at work in each student's life."
6.0 Commitment to Student Pastoral Care

Staff in our Catholic schools perform an essential personal role in the teaching ministry of the Catholic Church, which goes beyond the need for professional skills and competence. Staff bring to the students a realisation and knowledge of the richness and joy of a life lived in accordance with Gospel values.

Therefore, the staff member:

6.1 provides an environment which promotes the spiritual, physical, emotional, social, cultural and intellectual well-being of all students;

6.2 exercises a duty of care towards all students, consistent with school and Diocesan policy as well as community expectations;

6.3 is sensitive to each student's religious, social and cultural background and affirms the richness of this diversity;

6.4 recognises, values and protects the uniqueness, potential and dignity of each student and the student's right to privacy and confidentiality

6.5 fosters the development of students' self-esteem and their ability to interact harmoniously and productively with others;

6.6 leads students towards increased responsibility for personal decision making and action in accordance with Gospel values;

6.7 is committed to justice and equity for all students and follows practices which lead to more just educational opportunities and outcomes;

6.8 supports the development and implementation of behaviour management strategies consistent with Diocesan and school policies;

6.9 creates relationships with students which are based on trust, honesty and integrity.
7.0 Collaboration With the Parish(es)

Our staff recognise that the Clergy assist in the development of the staff of a Catholic school as people who are open to the local faith community (the Parish), the wider community of the Church and the world.

Therefore, the staff member:

7.1 recognises, appreciates and promotes the role of the Parish in the life and nature of the Catholic school and promotes where appropriate, the continuing interaction between the school community and the wider Christian community;

7.2 recognises and supports, where appropriate, the involvement of the school in the sacramental life of the local faith community;

7.3 understands the role of the Bishop as employer and the Bishop's role as leader of the Catholic Church in the Northern Territory;

7.4 understands the role of the Parish Priest and the priest's role as pastor and or / chaplain;

7.5 participates in leading students to take their place in the communal and liturgical life of the Church;

7.5 welcomes and supports priests and their representatives and chaplaincy services within the school as integral to the holistic development of students, school staff and community.

"Today people listen more willingly to witness than to teachers, and if they do listen to teachers, it is precisely because they are witnesses."

Pope Paul VI, Proclaiming the Good News 1975
8.0 Partnership With Parents

The staff understands that families are the primary focus and nurturing "centre" of children and young people and therefore work in partnership with parents towards the development of each student.

Therefore, the staff member:

8.1 is sensitive and responsive to the complexity and diversity of modern family life and the many social, psychological, financial and other pressures faced by families;

8.2 respects the uniqueness and value of each student's family background;

8.3 values and promotes the role of parents as their child's / children's first and foremost educator;

8.4 recognises accountability and responsibility to the parent/s of the children she/he teaches;

8.5 works in partnership with parents in the ongoing educative process through establishing appropriate communication channels;

8.6 creates a warm and welcoming climate for parents at classroom and school level, based on courtesy, mutual trust and open communication;

8.7 participates in school initiatives to involve parents in genuine ways in the decision-making processes of the school;

8.8 recognises the vital role of the parish and community in partnership with parents and the school in achieving each student's growth in wholeness;

8.10 respects parents and guardians' rights of inquiry, consultation and information with regards to their children;

8.11 recognises the diversity of family structures - i.e. that is some families the grandparents or other family members 'assume' parenting responsibilities and perform the role of main 'care giver'.
9.0 Responsibilities to the Broader Community

The Catholic school is a community of faith and service where staff seek to develop Christian values which include: respect for self and others; equality; integrity; participation; and the pursuit of truth.

Therefore, the staff member:

9.1 promotes co-operation among all agencies and professionals working in the best interests of students and families;

9.2 provides a professional service which is attentive to the needs of the community;

9.3 develops, by precept and example, a respect for our nation and its laws and policies which protect and promote the well-being of students, families and the community.

"Education is about life and the formation of the whole person. Learning is a life long process and engendering a love of learning for life is at the core of my beliefs. I believe that our Catholic schools are places of discovery, exploration and hope. They are a means by which our students staff and communities learn what it is to be fully human. My energy, vitality and commitment come from this vision. It serves to unit me with the community in a common pursuit of all that is best in Catholic Education. It provides strength and direction whether working, learning, praying or celebrating and we have much to celebrate."
## SCHEDULE B – WAGES

### TEACHERS

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TEACHER ALLOWANCES

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<tr>
<td>Primary</td>
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Positions of Responsibility

From 3 March 2013 the allowances referred to in clause 4.4.10 will be as follows:

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<td></td>
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From 3 March 2014 the allowances referred to in clause 4.4.10 will be as follows:

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Consistent with clause 4.4 a new POR structure is to be implemented by the beginning of 2015. The Allowances under that new structure are as follows:

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<table>
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<td>VET/T8</td>
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<td>VET/T9</td>
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## SCHOOL OFFICERS

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Note: The above hourly rates are calculated on the basis of 74 hours per fortnight.

### ALLOWANCES

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### INCLUSION SUPPORT ASSISTANTS

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**Note:**

The per annum rate shown for ISAs from 3 March 2014 represents the rate which would be paid for 50 hours per fortnight for a calendar year.

[The per annum rate is the adjusted hourly rate multiplied by 50 multiplied by 26.089]
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Note: Table 2 below reflects the provisions of clause 11.3 of the Agreement.

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<tbody>
<tr>
<td></td>
<td>92%</td>
<td>92%</td>
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<tr>
<td></td>
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</tr>
<tr>
<td>Level 1</td>
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<tr>
<td>Step 1</td>
<td>$48,244.80</td>
<td>$1,849.24</td>
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<tr>
<td>Step 2</td>
<td>$49,528.20</td>
<td>$1,898.43</td>
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<td>$50,841.04</td>
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<tr>
<td>Step 4</td>
<td>$52,186.08</td>
<td>$2,000.31</td>
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<tr>
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<tr>
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<td>$53,568.84</td>
<td>$2,053.31</td>
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<td>Step 2</td>
<td>$54,990.24</td>
<td>$2,107.79</td>
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<tr>
<td>Step 3</td>
<td>$56,443.84</td>
<td>$2,163.51</td>
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<td>Step 4</td>
<td>$57,941.60</td>
<td>$2,220.92</td>
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<td>Step 2</td>
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<td>Step 3</td>
<td>$62,577.48</td>
<td>$2,398.62</td>
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## EARLY LEARNING EMPLOYEES

<table>
<thead>
<tr>
<th>Classification</th>
<th>As from 3/03/2013</th>
<th>As from 3/03/2014</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>Annual F/N Hourly Casual</td>
<td>Annual F/N Hourly Casual</td>
</tr>
<tr>
<td><strong>Assistant (Unqualified)</strong></td>
<td></td>
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</tr>
<tr>
<td>1st Year (Entry Point Year 1)</td>
<td>$37,933 $1,454.00 $19.1316 $23.9145</td>
<td>$39,071 $1,497.60 $19.7053 $24.6316</td>
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<tr>
<td>2nd Year (Entry Point Year 2)</td>
<td>$39,030 $1,496.00 $19.6842 $24.6053</td>
<td>$40,201 $1,540.90 $20.2750 $25.3438</td>
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<td>3rd Year</td>
<td>$40,126 $1,538.00 $20.2368 $25.2961</td>
<td>$41,328 $1,584.10 $20.8434 $26.0543</td>
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<tr>
<td>4th Year</td>
<td>$42,179 $1,616.70 $21.2724 $26.5905</td>
<td>$43,443 $1,665.20 $21.9105 $27.3881</td>
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<tr>
<td>5th Year</td>
<td>$43,913 $1,683.20 $22.1474 $27.6842</td>
<td>$45,230 $1,733.70 $22.8118 $28.5148</td>
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<tr>
<td><strong>Assistant Qualified</strong></td>
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<tr>
<td>1st Year</td>
<td>$45,648 $1,749.70 $23.0224 $28.7780</td>
<td>$47,018 $1,802.20 $23.7132 $29.6415</td>
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<tr>
<td>2nd Year</td>
<td>$47,929 $1,837.10 $24.1724 $30.2155</td>
<td>$49,366 $1,892.20 $24.8974 $31.1218</td>
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<tr>
<td>3rd Year</td>
<td>$50,213 $1,924.70 $25.3250 $31.6563</td>
<td>$51,719 $1,982.40 $26.0842 $32.6053</td>
</tr>
<tr>
<td><strong>Team Leader on SDP</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1st Year</td>
<td>$51,582 $1,977.20 $26.0158 $32.5197</td>
<td>$53,130 $2,036.50 $26.7961 $33.4951</td>
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<tr>
<td>2nd Year</td>
<td>$52,951 $2,029.60 $26.7053 $33.3816</td>
<td>$54,539 $2,090.50 $27.5066 $34.3833</td>
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<tr>
<td>3rd Year</td>
<td>$54,319 $2,082.10 $27.3961 $34.2451</td>
<td>$55,950 $2,144.60 $28.2184 $35.2730</td>
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<tr>
<td><strong>Team Leader</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1st Year</td>
<td>$55,371 $2,122.40 $27.9263 $34.9079</td>
<td>$57,033 $2,186.10 $28.7645 $35.9556</td>
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<tr>
<td>2nd Year</td>
<td>$56,283 $2,157.30 $28.3855 $35.4819</td>
<td>$57,970 $2,222.00 $29.2368 $36.5460</td>
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<tr>
<td>3rd Year</td>
<td>$57,242 $2,194.10 $28.8697 $36.0872</td>
<td>$58,959 $2,259.90 $29.7355 $37.1694</td>
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<tr>
<td><strong>Assistant Director</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1st year</td>
<td>$58,201 $2,230.90 $29.3539 $36.6924</td>
<td>$59,947 $2,297.80 $30.2342 $37.7928</td>
</tr>
<tr>
<td>2nd year</td>
<td>$59,158 $2,267.50 $29.8355 $37.2944</td>
<td>$60,931 $2,335.50 $30.7303 $38.4129</td>
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<tr>
<td>3rd year</td>
<td>$60,071 $2,302.50 $30.2961 $37.8701</td>
<td>$61,873 $2,371.60 $31.2053 $39.0066</td>
</tr>
<tr>
<td>4th year</td>
<td>$60,299 $2,311.30 $30.4118 $38.0148</td>
<td>$62,107 $2,380.60 $31.3237 $39.1546</td>
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<tr>
<td>5th year</td>
<td>$61,624 $2,362.10 $31.0803 $38.8503</td>
<td>$63,475 $2,433.00 $32.0132 $40.0165</td>
</tr>
<tr>
<td><strong>Assistant Director</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Teacher (Minimum)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Rates from 16 September 2013</td>
<td>$62,017 $2,377.10 $31.2780 $39.0975</td>
<td>$63,876 $2,448.40 $32.2156 $40.02695</td>
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<tr>
<td><strong>Director</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Teacher (Minimum)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Rates from 16 September 2013</td>
<td>$65,128 $2,496.40 $32.8470 $41.0588</td>
<td>$67,083 $2,571.30 $33.8330 $42.2913</td>
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EARLY LEARNING EMPLOYEES CONT.

ALLOWANCES

<table>
<thead>
<tr>
<th></th>
<th>As from 3/03/2013</th>
<th>As from 3/03/2014</th>
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<tbody>
<tr>
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<td>Annual</td>
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</tr>
<tr>
<td>Director Teacher</td>
<td>$5,611</td>
<td>$215.10</td>
</tr>
<tr>
<td>(8.5% of CT2 as per clause 12.21.1 (h))</td>
<td></td>
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</table>
# Boarding House Staff

<table>
<thead>
<tr>
<th>Classification</th>
<th>As from 3/03/2013</th>
<th></th>
<th></th>
<th></th>
<th>As from 3/03/2014</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Annual</td>
<td>F/N</td>
<td>Hourly</td>
<td>Casual 28%</td>
<td>3%</td>
</tr>
<tr>
<td><strong>Assistant House Parent Level 1</strong></td>
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<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1st year</td>
<td>$44,060</td>
<td>$1,689.20</td>
<td>$22,522.7</td>
<td>$28,829.0</td>
<td></td>
</tr>
<tr>
<td>2nd year</td>
<td>$46,225</td>
<td>$1,772.20</td>
<td>$23,629.3</td>
<td>$30,245.5</td>
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</tr>
<tr>
<td>3rd year</td>
<td>$48,581</td>
<td>$1,862.50</td>
<td>$24,833.3</td>
<td>$31,786.7</td>
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</tr>
<tr>
<td>4th year</td>
<td>$50,990</td>
<td>$1,954.90</td>
<td>$26,065.3</td>
<td>$33,363.6</td>
<td></td>
</tr>
<tr>
<td>5th year</td>
<td>$52,434</td>
<td>$2,010.20</td>
<td>$26,802.7</td>
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<tr>
<td><strong>Assistant House Parent Level 2</strong></td>
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</tr>
<tr>
<td>1st year</td>
<td>$56,601</td>
<td>$2,170.00</td>
<td>$28,933.3</td>
<td>$37,034.7</td>
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</tr>
<tr>
<td>2nd year</td>
<td>$60,546</td>
<td>$2,321.30</td>
<td>$30,950.7</td>
<td>$39,816.9</td>
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</tr>
<tr>
<td><strong>Head of Residence</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>$70,024</td>
<td>$2,684.60</td>
<td>$35,794.7</td>
<td>$45,817.2</td>
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</tr>
<tr>
<td><strong>Residence Co-ordinator</strong></td>
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</tr>
<tr>
<td></td>
<td>$79,340</td>
<td>$3,042.00</td>
<td>$40,560.0</td>
<td>$51,916.8</td>
<td></td>
</tr>
</tbody>
</table>

Boarding house staff will receive the general 3% increase in March 2014. Where, by virtue of the revised classification structure an individual employee receives an increase in excess of 3% that additional amount will be paid in two instalments, the first being on 3/3/2014 and the second being on 3/3/2015. The second instalment will be in addition to the wage increase identified at clause 4.1.2 (c).
<table>
<thead>
<tr>
<th>Classification</th>
<th>As from 3/03/2013</th>
<th>As from 3/03/2014</th>
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<tbody>
<tr>
<td>Grade 1</td>
<td>$41,956</td>
<td>$43,179</td>
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<td>Grade 2</td>
<td>$40,576</td>
<td>$41,892</td>
</tr>
<tr>
<td>Grade 3</td>
<td>$39,096</td>
<td>$40,297</td>
</tr>
<tr>
<td>Under 17 yrs of age</td>
<td>$25,176</td>
<td>$26,392</td>
</tr>
<tr>
<td>17 yrs of age</td>
<td>$29,371</td>
<td>$30,587</td>
</tr>
<tr>
<td>18 yrs of age</td>
<td>$33,566</td>
<td>$34,782</td>
</tr>
<tr>
<td>19 yrs of age</td>
<td>$37,761</td>
<td>$38,977</td>
</tr>
<tr>
<td>20 yrs of age</td>
<td>$41,956</td>
<td>$43,179</td>
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</table>

<table>
<thead>
<tr>
<th>Classification</th>
<th>Casual</th>
<th>Hourly</th>
<th>FIN</th>
<th>Weekly</th>
<th>Annual</th>
<th>FIN</th>
<th>Weekly</th>
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<th>FIN</th>
<th>Weekly</th>
<th>Annual</th>
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<tbody>
<tr>
<td>RETAIL WORKER</td>
<td>$804.10</td>
<td>$828.10</td>
<td>$852.20</td>
<td>$876.30</td>
<td>$900.40</td>
<td>$924.40</td>
<td>$948.50</td>
<td>$972.60</td>
<td>$996.70</td>
<td>$1,020.80</td>
<td>$1,044.90</td>
</tr>
<tr>
<td>JUNIOR EMPLOYEES</td>
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</tr>
<tr>
<td>Under 17 yrs of age</td>
<td>$482.80</td>
<td>$507.80</td>
<td>$532.90</td>
<td>$558.10</td>
<td>$583.20</td>
<td>$608.40</td>
<td>$633.60</td>
<td>$658.80</td>
<td>$684.00</td>
<td>$709.20</td>
<td>$734.40</td>
</tr>
<tr>
<td>17 yrs of age</td>
<td>$562.80</td>
<td>$587.80</td>
<td>$612.90</td>
<td>$638.10</td>
<td>$663.20</td>
<td>$688.40</td>
<td>$713.60</td>
<td>$738.80</td>
<td>$764.00</td>
<td>$789.20</td>
<td>$814.40</td>
</tr>
<tr>
<td>18 yrs of age</td>
<td>$643.80</td>
<td>$668.80</td>
<td>$693.90</td>
<td>$719.10</td>
<td>$744.20</td>
<td>$769.40</td>
<td>$794.60</td>
<td>$820.80</td>
<td>$846.00</td>
<td>$871.20</td>
<td>$896.40</td>
</tr>
<tr>
<td>19 yrs of age</td>
<td>$723.80</td>
<td>$748.80</td>
<td>$773.90</td>
<td>$799.10</td>
<td>$824.20</td>
<td>$849.40</td>
<td>$874.60</td>
<td>$900.80</td>
<td>$926.00</td>
<td>$951.20</td>
<td>$976.40</td>
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<tr>
<td>20 yrs of age</td>
<td>$804.10</td>
<td>$828.10</td>
<td>$852.20</td>
<td>$876.30</td>
<td>$900.40</td>
<td>$924.40</td>
<td>$948.50</td>
<td>$972.60</td>
<td>$996.70</td>
<td>$1,020.80</td>
<td>$1,044.90</td>
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## GROUNDS MAINTENANCE STAFF

<table>
<thead>
<tr>
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<td></td>
<td>Annual</td>
<td>F/N</td>
</tr>
<tr>
<td>Physical One</td>
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</tr>
<tr>
<td>Level 1</td>
<td>$40,826.00</td>
<td>$1,565.20</td>
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<tr>
<td>Level 2</td>
<td>$41,347.00</td>
<td>$1,585.20</td>
</tr>
<tr>
<td>Level 3</td>
<td>$41,866.00</td>
<td>$1,605.10</td>
</tr>
<tr>
<td>Physical Two</td>
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<tr>
<td>Level 1</td>
<td>$44,446.00</td>
<td>$1,704.00</td>
</tr>
<tr>
<td>Level 2</td>
<td>$44,968.00</td>
<td>$1,724.00</td>
</tr>
<tr>
<td>Level 3</td>
<td>$45,588.00</td>
<td>$1,747.80</td>
</tr>
<tr>
<td>Physical Three</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Level 1</td>
<td>$45,588.00</td>
<td>$1,747.80</td>
</tr>
<tr>
<td>Level 2</td>
<td>$46,209.00</td>
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</tr>
<tr>
<td>Level 3</td>
<td>$46,870.00</td>
<td>$1,796.90</td>
</tr>
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**NOTE:** Actual classification of Grounds and Maintenance Staff will have to be determined by negotiation with the Principal.
Catholic Schools (Northern Territory) Collective Enterprise Agreement 2014
AG2014 / 1592

UNDERTAKINGS
(s.190 Fair Work Act 2009)

WHEREAS:

A. The Catholic Church of the Diocese of Darwin Property Trust Incorporated T/A Catholic Education Northern Territory (Employer) has applied to the Fair Work Commission pursuant to s.185 of the Fair Work Act 2009 (Act) for approval of an enterprise agreement to be known as the Catholic Schools (Northern Territory) Collective Enterprise Agreement 2014 (Agreement).

B. FWC has a concern that not all of the requirements in s.186 and s.187 of the Act have been met in relation to the Agreement but has indicated that it will accept the following undertakings pursuant to s.190 of the Act as meeting its concern so that the Agreement may be approved.

PURSUANT to s.190 of the Act, the Employer hereby undertakes to the Fair Work Commission that:

1. Notwithstanding Clause 1.3 (Relationship to Awards), the Agreement will be read in conjunction with the Educational Services (Teachers) Award 2010, Educational Services (Schools) General Staff Award 2010, Children Services Award 2010 and the Nurses Award 2010.

2. The definitions for the classifications of Grounds Maintenance Staff and Retail Worker are attached to this Undertaking as Attachment 1 and Attachment 2 respectively.

3. Notwithstanding clause 3.2.4 of the Agreement the following should replace in lieu thereof:

3.2.4 If the matter remains unresolved, it shall be referred to the Secretary of the relevant Union (s) covered by this Agreement, or his/her nominee, and the Director of Catholic Education or his/her nominee for discussion and appropriate action.

4. Notwithstanding clause 3.5.3 of the Agreement, the following shall also apply:

Job search entitlement

(a) An employee given notice of termination in circumstances of redundancy must be allowed up to one day’s time off without loss of pay during each week of the NES notice for the purpose of seeking other employment.

(b) If the employee has been allowed paid leave for more than one day during the NES notice period for the purpose of seeking other employment, the employee must, at the request of the employer, produce proof of attendance at an interview or they will not be entitled
5. Notwithstanding clauses 5.6 and 5.7 the following provisions are taken to apply in lieu of the Agreement Provisions:

5.6 Sick Leave / Carer’s Leave

5.6.1 An employee is entitled to use up to ten days of their personal leave entitlement as sick leave / carer’s leave in the first year of service and ten days in the second and subsequent years of service.

5.6.2 After the first year an employee is entitled to use the accumulated sick leave / carer’s leave component for the purposes of sick leave and/or carer’s leave where the current year’s sick leave / carer’s leave entitlement has been exhausted.

5.6.3 Application requirements

(a) Sick Leave

An application for sick leave shall be in writing, and if sick leave is applied for with pay, the application, where the absence exceeds two consecutive days or the employee has previously been absent for an aggregate of six (6) days without production of a medical certificate during the current year of service, shall be accompanied by a medical certificate or other satisfactory evidence if requested. In the event the days taken as sick are connected to a public holiday the employer will require a medical certificate.

(b) Carer’s Leave

An application for Carer’s leave shall be in writing. Where the absence exceeds two consecutive days the employer may request evidence of the need to access Carer’s Leave. Such evidence can be either: a medical certificate; a statutory declaration; or other satisfactory evidence that the employee is providing care and support to a member of the employee’s family or household.

5.6.4 Unpaid Sick / Carer’s Leave

An employee may take unpaid sick leave / carer’s leave by agreement with the employer. Where the absence exceeds two consecutive days or the employee has previously been absent for an aggregate of six (6) days without production of a medical certificate during the current year of service, shall be accompanied by a medical certificate or other satisfactory evidence if requested. In the event the days taken as unpaid sick / carer’s leave are connected to a public holiday the employer will require a medical certificate.
5.6.5 Should an employee be absent from work on account of sickness, accident or carer’s leave, it shall be necessary for such an employee to notify the employer or authorised agent prior to the ordinary commencing time of work wherever practicable.

6. Notwithstanding clause 5.8 (Bereavement Leave) the following provisions are taken to apply in lieu of the Agreement provisions:

5.8 Compassionate Leave

5.8.1 All employees (except casual employees) are entitled to two (2) days paid compassionate leave for each permissible occasion where a member of the employee’s immediate family or household dies or suffers a life threatening illness or injury.

5.8.2 In the case of a casual employee, the employee may access two (2) days unpaid compassionate leave for each permissible occasion where a member of the employee’s immediate family or household dies or suffers a life threatening illness or injury.

5.8.3 Compassionate leave as provided in this clause (clause 5.8) is non-cumulative.

5.8.4 Compassionate leave can be taken as:

(a) a single continuous two (2) day period, or

(b) two (2) separate periods of one (1) day each, or

(c) any separate periods the employee and the employer agree.

5.8.5 An employee may be required to provide his or her employer with satisfactory evidence of such death, life threatening illness or injury.

5.8.6 An employee may make application for additional leave under clause 5.9 (Emergency Leave) where additional leave is appropriate having regard to the remoteness of the Northern Territory.

7. Other forms of leave such as Family Leave (as defined by clause 5.10 of the Agreement), Emergency Leave (as defined by clause 5.9 of the Agreement) and Domestic Violence Leave (as defined by clause 5.11 of the Agreement) shall be taken from the additional 10 days of personal leave (non-cumulative) as provided in clause 5.5 of the Agreement.

8. Notwithstanding the content of the final table under the heading Positions of Responsibility in Schedule B (Wages) of the Agreement, the operative date for that table is not 03/03/2014 but is the beginning of the 2015 academic year and will be applied accordingly.
9. It will ensure that a copy of these undertakings is made available to all employees covered by the Agreement and ensure that a copy of this instrument is attached to any copy of the Agreement provided to employees or made available in the workplace.

Date: 26 AUGUST 2014

Signed: 

Name: MR MICHAEL AVERY

Work Address: Corner Berrimah Road and Hidden Valley Road
BERRIMAH NT 0828

Position/Capacity: DIRECTOR OF CATHOLIC EDUCATION
CATHOLIC EDUCATION NORTHERN TERRITORY

(A person duly authorised to give this undertaking on behalf of the Employer)
CLASSIFICATIONS

Grounds Maintenance Staff

Physical level 1

(i) A person at this level:

A. Will be a new Employee without previous experience in the range of duties pertaining to the occupation. The Employee will perform a range of duties whilst undergoing training and:

B. works under direct supervision either individually or in a team environment using established routines, methods and procedures;

C. exercises minimal judgement in deciding how tasks are to be performed.

(ii) This level will be used for training for Employees being graded to level 2 and level 3 positions.

Physical level 2

(i) A person at this level:

A. works either individually or in a team environment under general supervision;

B. performs a variety of manual tasks and/or operates plant, equipment and vehicles requiring more than a basic level of skill;

C. exercises judgement in deciding how tasks are to be performed;

D. exercises good communication and interpersonal skills where routine client liaison applies;

E. may be expected to assist in the familiarisation of other staff with the typical duties required of their position.

(ii) Qualifications:

Satisfactory completion of training/demonstrated competence in accordance with requirements for this level.

(iii) Typical duties whilst engaged at this level:

A. carry out routine labouring tasks, for example digging, weeding, planting seedlings, sowing lawns, as well as carry out tasks such as propagating and budding plants and assist with the maintenance of glasshouse collections, identifying less common plant pests and diseases, assist in the development of and implement appropriate watering and fertilising programs;
B. operate vehicles and machinery, for example a tractor with attachments to perform tasks such as mowing and clearing fire breaks;

C. operate and maintain equipment such as grass cutting equipment and rotary hoes; undertake minor repairs including the replacement of damaged mower blades and base-plates;

D. carry out minor repairs and maintenance to buildings and grounds, including:

E. minor repairs to boundary fences;

F. erection of plaques and maintenance to monumental walls;

G. assisting in the movement of furniture and machines;

H. patrol and watch premises and sites to guard them against theft and fire; prepare basic written reports, for example security incident reports;

I. perform maintenance work on buildings and surroundings of a "handyman" nature and undertake duties of a general nature such as:

J. cleaning duties during school hours;

K. placing rubbish bins around the premises and ensuring they are emptied as required;

L. liaise with and generally monitor the work of outside contractors and report defects (this does not include the evaluation of technical or other standards nor supervision of technical aspects of the work);

M. secure the school premises;

N. receive, unpack and distribute stores and undertake minor purchasing and collection of stores;

O. perform cleaning functions;

P. provide a tea beverage service;

Q. prepare, process and package food commodities.

(iv) Multiskilling/flexibility:

A. A person at this level will perform duties incidental or peripheral to their main duties, including undertaking tasks and/or operating machinery within their work area, which duties are generally performed by persons at this level and for which they have been trained and/or are capable of performing.

B. For the purposes of this provision, a work area will mean a distinct service area such as the laundry, kitchen, grounds etc. janitors performing duties at this level are not expected to be specialised in all duties as would be the case of single designations in distinct service areas.

(v) Training:

Advancement to a higher level will be subject to:
A. satisfactory completion of training/competency assessment; and
B. a vacant job being available and the normal selection process.
Physical level 3

(i) A person at this level:

A. works under general supervision either individually or in a team environment, performing a variety of tasks which require knowledge of standards, practices and procedures and skills obtained through considerable training and experience; or
B. performs tasks requiring some level of technical or specialised knowledge or skill; or
C. operates vehicles/plant requiring skills obtained through considerable training and experience; or
D. under limited supervision, oversees staff engaged on a variety of tasks. This will include the assignment and quality control of work;
E. exercises judgement in deciding how tasks are to be performed;
H. placing rubbish bins around the premises and ensuring they are emptied as required;
I. liaise with and generally monitor the work of outside contractors and report defects (this does not include the evaluation of technical or other standards nor supervision of technical aspects of the work); secure the school premises; receive, unpack and distribute stores and undertake minor purchasing and collection of stores;
J. a person who performs these duties and who holds a relevant trade and/or other recognised equivalent qualification and who as part of his or her overall duties utilises those qualifications and/or skills from time to time will be placed at this level.

(ii) Qualifications:

Satisfactory completion of training/demonstrated competence in accordance with requirements for this level.

(iii) Typical duties whilst engaged at this level:

A. oversee and direct the daily operations of cleaning staff across a range of facilities; control the issue of materials and equipment and assist with the general planning and organisation of work;
B. oversee and direct catering staff performing the duties associated with level 2;
C. prepare, cook and serve foodstuffs, requisition, issue and control cooking ingredients and materials. A person performing these tasks at this level will not possess a relevant trade certificate or an equivalent recognised qualification however, upon attaining same, will be advanced to level 4;
D. oversee the general security operations and supervise security staff including performing basic report writing and implementing security procedures;

E. oversee all aspects of grounds and gardens maintenance within the precincts of Government House or Bullocky Point Museum including supervising other grounds staff;

ATTACHMENT 1 Cont.

F. perform maintenance work on buildings and surroundings of a "handyman" nature and undertake duties of a general nature such as:

G. cleaning duties during school hours;

H. placing rubbish bins around the premises and ensuring they are emptied as required;

I. liaise with and generally monitor the work of outside contractors and report defects (this does not include the evaluation of technical or other standards nor supervision of technical aspects of the work); secure the school premises; receive, unpack and distribute stores and undertake minor purchasing and collection of stores;

J. a person who performs these duties and who holds a relevant trade and/or other recognised equivalent qualification and who as part of his or her overall duties utilises those qualifications and/or skills from time to time will be placed at this level.

(iv) Multiskilling/flexibility:

This level includes persons who are trained for and/or are capable of performing the tasks associated with all level 2 positions in three separate recognised work areas and are designated by the Employer to be a "multiskilled" person for the purposes of this provision. An Employee who has been promoted to this level, can be required to work in any of the positions for which they are trained and/or are capable of performing, at the Employer's discretion.
Retail Worker

Retail worker Grade 1

An employee engaged in all or any of the following functions which may include but is not limited to:

- In or about a shop receiving goods; preparing for sale goods; displaying, shelf filling, replenishing, price entering; making demonstrations; promoting goods; selling goods by any means; providing customer services; recording by any means a sale; wrapping and/or preparing goods for dispatch; despatching goods (including transferring goods between stores and shops; and supply of food and beverages).

Retail worker Grade 2

An employee in all or any of the functions listed in Grade 1 at a level of skill above that of a Grade 1 or engaged to perform clerical or furniture delivery duties.

Retail worker Grade 3

An employee engaged in all or any of the functions listed in Grade 1 and 2 at a level of skill above that of a Grade 2 who may also be responsible buying stock and be responsible for the supervision of staff in a section of a retail establishment.
Translating classifications

Note: The translations provided below may not match across all levels due to the differing classifications as provided in the Agreement.

The calculation for the annual rate of the Modern Awards in this translation is the weekly wage x 52.18.

TEACHING STAFF
(a) Teachers

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<tr>
<th>Classification</th>
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<th>1 July 2014 Per Annum ($)</th>
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</thead>
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<tr>
<td>AST 2*</td>
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*AST substantive salaries shown above are CT9 plus the applicable allowance.

(b) Teacher Allowances

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<th>Classification</th>
<th>1 July 2014 Per Annum ($)</th>
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<tbody>
<tr>
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<tr>
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<tr>
<td>Assistant Principal Religious Education</td>
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<tr>
<td>Primary</td>
<td>9,543</td>
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<tr>
<td>Secondary</td>
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<tr>
<td>Assistant to Principal /Campus Administrator</td>
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<td>No equivalent</td>
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<tr>
<td>Primary</td>
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### (c) Promotional Positions – Teachers

<table>
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<tr>
<th>Promotional Positions</th>
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<th>Leadership Allowance % of the Standard Rate</th>
<th>1 July 2014 Per Annum ($)</th>
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<td>Category A 8.00%</td>
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<td>8,810</td>
<td>Category B 7.00%</td>
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<td></td>
<td>Category C 6.30%</td>
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<td>POR (allowance)</td>
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<td>Category A 5.50%</td>
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<td>Category B 4.75%</td>
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<td>5,768</td>
<td>Category C 4.00%</td>
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<td>Category A 2.75%</td>
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<td>Category B 2.35%</td>
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<td>Special Project (per week)</td>
<td>51.91</td>
<td>Category C 1.60%</td>
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*standard rate* means the minimum annual rate applicable to Level 1 (clause 14 – minimum wage).

**funding to pay for the Positions of Responsibility, is allocated to schools on a $ value ‘per 100 students or part thereof (cl. 4.4.10).**

### (d) Vocational Education and Training in Schools – Teachers

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<th>Level</th>
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## NON-TEACHING STAFF

(a) School Officers

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<th>Classification level</th>
<th>1 July 2014 Per Annum ($)</th>
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<td>Level 6 6.1</td>
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Enterprise Agreement

Classification | 3 March 2014 Per Annum ($) | Classification level | 1 July 2014 Per Annum ($) |
--- | --- | --- | ---

ALLOWANCES

| First Aid | 540.39 per annum / 20.71 per fortnight | First Aid | 1.65% of the standard rate* per annum or 1/240th of 1.65% per day OR $642.80 per annum |

*standard rate means the annual salary applicable to Level 3.1 in clause 15 - Minimum wage

**The weekly hours for School officers in the Agreement are 37 hours per week whereas the Modern Award is 38 hours per week.

(b) Information Technology Workers

<table>
<thead>
<tr>
<th>Enterprise Agreement</th>
<th>Educational Services (General Staff) Award 2010</th>
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*Schedule B of the Modern Award - School Administration Grade 5 – is for degree qualified employees who may undertake an IT role in the school.
### Teachers Assistants

<table>
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<tr>
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<th>Classification level</th>
<th>1 July 2014 Per Annum ($)</th>
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</tr>
<tr>
<td>3.2</td>
<td>51,090</td>
<td>2.1</td>
<td>38,488</td>
</tr>
<tr>
<td>3.3</td>
<td>52,220</td>
<td>2.2</td>
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</tr>
<tr>
<td><strong>Level 4</strong></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>4.1</td>
<td>53,289</td>
<td>Level 3</td>
<td>38,958</td>
</tr>
<tr>
<td>4.2</td>
<td>54,367</td>
<td>3.1</td>
<td>39,662</td>
</tr>
<tr>
<td>4.3</td>
<td>55,494</td>
<td>3.2</td>
<td></td>
</tr>
</tbody>
</table>

### Inclusion Support Assistants

<table>
<thead>
<tr>
<th>Classification</th>
<th>3 March 2014 Casual per Hour ($)</th>
<th>Classification level</th>
<th>1 July 2014 Casual Per Hour($)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Level 1</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.1</td>
<td>26.5843</td>
<td>Level 1</td>
<td>21.69079</td>
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<tr>
<td>1.2</td>
<td>27.3156</td>
<td>1.2</td>
<td>22.52303</td>
</tr>
<tr>
<td>1.3</td>
<td>28.0572</td>
<td>1.3</td>
<td>23.34211</td>
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<td>1.4</td>
<td>28.7885</td>
<td>Level 2</td>
<td>23.52303</td>
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<td><strong>Level 2</strong></td>
<td></td>
<td></td>
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</tr>
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<td>2.1</td>
<td>29.6620</td>
<td>2.1</td>
<td>24.26316</td>
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<tr>
<td>2.2</td>
<td>30.5520</td>
<td>2.2</td>
<td>24.55921</td>
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<tr>
<td>2.3</td>
<td>31.4680</td>
<td>3.1</td>
<td>25.00329</td>
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<td>2.4</td>
<td>32.4120</td>
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</tr>
</tbody>
</table>

**ALLOWANCES**

- **First Aid**: $35.00 per week 1.65% of the standard rate* per annum or 1/240th of 1.65% per day OR $642.80 per annum
- **Specialised Care**: $15 per week No equivalent
- **Qualifications**: $15 per week No equivalent

---

* *standard rate* means the annual salary applicable to Level 3.1 in clause 15 - Minimum wage

**the casual loading specified in the Agreement for ISAs is 28% whereas the Modern Award casual loading is 25%.
### Indigenous Education Workers

<table>
<thead>
<tr>
<th>Classification</th>
<th>3 March 2014 Per Annum ($)</th>
<th>1 July 2014 Per Annum ($)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Level 1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.1</td>
<td>54,012</td>
<td>Level 1</td>
</tr>
<tr>
<td>1.2</td>
<td>55,450</td>
<td>1.2</td>
</tr>
<tr>
<td>1.3</td>
<td>56,918</td>
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<td>1.4</td>
<td>58,424</td>
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<tr>
<td>Level 2</td>
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<tr>
<td>2.1</td>
<td>59,976</td>
<td>Level 2</td>
</tr>
<tr>
<td>2.2</td>
<td>61,565</td>
<td>2.2</td>
</tr>
<tr>
<td>2.3</td>
<td>63,190</td>
<td>Level 3</td>
</tr>
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<td>2.4</td>
<td>64,868</td>
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<td>Level 3</td>
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<td>3.1</td>
<td>66,587</td>
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<td>68,351</td>
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</tr>
<tr>
<td>3.3</td>
<td>70,059</td>
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</tr>
</tbody>
</table>

### Early Childhood Education Workers

<table>
<thead>
<tr>
<th>Classification</th>
<th>3 March 2014 Per Annum ($)</th>
<th>1 July 2014 Per Annum ($)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Assistant (unqualified)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.1</td>
<td>39,071</td>
<td>Level 1</td>
</tr>
<tr>
<td>1.2</td>
<td>40,201</td>
<td>Level 2</td>
</tr>
<tr>
<td>1.3</td>
<td>41,328</td>
<td>2.2</td>
</tr>
<tr>
<td>1.4</td>
<td>43,443</td>
<td></td>
</tr>
<tr>
<td>1.5</td>
<td>45,230</td>
<td></td>
</tr>
<tr>
<td>Assistant (Qualified)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.1</td>
<td>47,018</td>
<td>Level 3</td>
</tr>
<tr>
<td>2.2</td>
<td>49,366</td>
<td>3.1</td>
</tr>
<tr>
<td>2.3</td>
<td>51,719</td>
<td>3.2</td>
</tr>
<tr>
<td>Team Leader on SDP</td>
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<td></td>
</tr>
<tr>
<td>3.1</td>
<td>53,130</td>
<td>3.4</td>
</tr>
<tr>
<td>3.2</td>
<td>54,539</td>
<td>Level 4</td>
</tr>
<tr>
<td>3.3</td>
<td>55,950</td>
<td>4.1</td>
</tr>
<tr>
<td>Team Leader</td>
<td></td>
<td></td>
</tr>
<tr>
<td>57,033</td>
<td>4.3</td>
<td>47,259</td>
</tr>
<tr>
<td>57,970</td>
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</tr>
<tr>
<td>58,959</td>
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</table>
## Enterprise Agreement

<table>
<thead>
<tr>
<th>Classification</th>
<th>3 March 2014 Per Annum ($)</th>
<th>Classification level</th>
<th>1 July 2014 Per Annum ($)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Assistant Director</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.1</td>
<td>59,947</td>
<td>Level 5</td>
<td>47,964</td>
</tr>
<tr>
<td>4.2</td>
<td>60,931</td>
<td>5.2</td>
<td>48,658</td>
</tr>
<tr>
<td>4.3</td>
<td>61,873</td>
<td>5.3</td>
<td>49,347</td>
</tr>
<tr>
<td>4.4</td>
<td>62,107</td>
<td>5.4</td>
<td>49,524</td>
</tr>
<tr>
<td>4.5</td>
<td>63,475</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Assistant Director (Teacher)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>63,876</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Director (Teacher)</td>
<td>67,083</td>
<td>Level 6</td>
<td>55,306</td>
</tr>
<tr>
<td>Director (Non-Teacher)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>67,083</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6.1</td>
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<td></td>
</tr>
<tr>
<td>6.8</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>6.9</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### ALLOWANCES

- **Director (Teacher)**
  - (8.5% of CT2 as per clause 12.21.1 (h))
  - 5,702 ($218.56 per week)
  - Qualification Allowance (cl. 15.6)
  - 5% of 5.4 of the per week rate $47.45 per week

- **First Aid (cl. 12.11)**
  - Qualification and/or training and renewal of qualification paid by Employer which is undertaken in the employees own time.
  - First Aid (cl. 15.4)
  - 1.13% of the standard rate per day or 0.15% of the standard rate per hour.

  - Daily Rate: $8.43
  - Hourly Rate: $1.12

*standard rate* means the minimum weekly rate for a Children’s Services Employee Level 3.1 (Certificate III qualified) in clause 14—Minimum Wages.
## (g) Boarding House

<table>
<thead>
<tr>
<th>Classification</th>
<th>Enterprise Agreement</th>
<th>Educational Services (General Staff) Award 2010</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>3 March 2014 Per Annum ($)</td>
<td>Classification level</td>
</tr>
<tr>
<td>House Parent</td>
<td></td>
<td>Level 2</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Level 2</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Level 2</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Level 2</td>
</tr>
<tr>
<td>Team Leader</td>
<td>2.1</td>
<td>58,299</td>
</tr>
<tr>
<td></td>
<td>2.2</td>
<td>62,362</td>
</tr>
<tr>
<td>Second in Charge of Boarding</td>
<td>3.1</td>
<td>72,125</td>
</tr>
<tr>
<td>Head of Boarding (Boys/Girls)</td>
<td>4.1</td>
<td>81,720</td>
</tr>
<tr>
<td></td>
<td></td>
<td>4.2</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Level 5</td>
</tr>
<tr>
<td></td>
<td></td>
<td>5.2</td>
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</table>
Boarding House Continued

<table>
<thead>
<tr>
<th>Allowances</th>
<th>Enterprise Agreement</th>
<th>Educational Services (General Staff) Award 2010</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>3 March 2014 Per Annum ($)</td>
<td>1 July 2014 Per Annum ($)</td>
</tr>
<tr>
<td><strong>Classification</strong></td>
<td><strong>Per Annum ($)</strong></td>
<td><strong>Per Annum ($)</strong></td>
</tr>
<tr>
<td><strong>First Aid</strong></td>
<td>Not specified in the Agreement</td>
<td>First Aid (cl. 16.3) 1.65% of the standard rate* per annum or 1/240th of 1.65% per day OR $642.80 per annum</td>
</tr>
<tr>
<td>Board and Keep (cl. 13.10)</td>
<td>Employees are required to work 12 additional hours per fortnight to be entitled to Board and keep (applicable only to part time and full time employees).</td>
<td>Accommodation (cl. 16.1) An employee who is employed as a caretaker and who is required by the employer to reside in premises provided by the employer, will be provided with living quarters, fuel and light at no cost to the employee</td>
</tr>
<tr>
<td>Sleepovers (cl. 13.4.9)</td>
<td>2 hours at the employee’s ordinary hourly rate. In the event of an emergency where an employees duties extend beyond one hour will be paid for at the rate of time and a half for the next three hours and then at the rate of double time.</td>
<td>Sleepovers (cl. 16.6) 0.11% of the standard rate per sleepover or 150% of the ordinary hourly rate of pay with a minimum payment being for 30 minutes</td>
</tr>
<tr>
<td>Higher Duties (cl. 13.14)</td>
<td>Worked at the rate of pay prescribed for the first year of service at the appropriate higher level or classification</td>
<td>Higher Duties (cl. 18) At the applicable Level 1 of the higher rate</td>
</tr>
</tbody>
</table>

*standard rate means the annual salary applicable to Level 3.1 in clause 15 - Minimum wage
(h) Retail Employees / Canteen Staff

<table>
<thead>
<tr>
<th>Classification</th>
<th>3 March 2014 Per Annum ($)</th>
<th>Classification Level</th>
<th>1 July 2014 Per Annum ($)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Retail Worker</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Grade 1</td>
<td>43,214</td>
<td>Level 1</td>
<td>34,407</td>
</tr>
<tr>
<td></td>
<td></td>
<td>1.1</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>1.2</td>
<td>35,728</td>
</tr>
<tr>
<td></td>
<td></td>
<td>1.3</td>
<td>37,027</td>
</tr>
<tr>
<td>Grade 2</td>
<td>44,505</td>
<td>Level 2</td>
<td>37,314</td>
</tr>
<tr>
<td></td>
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<td>2.1</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>2.2</td>
<td>38,488</td>
</tr>
<tr>
<td>Grade 3</td>
<td>46,757</td>
<td>Level 3</td>
<td>38,958</td>
</tr>
<tr>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>3.2</td>
<td>39,662</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Level 4</td>
<td>41,128</td>
</tr>
<tr>
<td></td>
<td></td>
<td>4.1</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>4.2</td>
<td>43,184</td>
</tr>
</tbody>
</table>

**JUNIORS**

<table>
<thead>
<tr>
<th>Percentage of Adult Wage Per Week</th>
<th>3 March 2014 Per Week ($)</th>
<th>Percentage of Adult Wage Per Week</th>
<th>Level 1 (max)</th>
<th>Level 2 (max)</th>
</tr>
</thead>
<tbody>
<tr>
<td>At sixteen years of age or under</td>
<td>60%</td>
<td>Under 17 years of age</td>
<td>50%</td>
<td>354.80</td>
</tr>
<tr>
<td></td>
<td>497.00</td>
<td>17 years of age</td>
<td>60%</td>
<td>425.80</td>
</tr>
<tr>
<td>At seventeen years of age</td>
<td>70%</td>
<td>18 years of age</td>
<td>70%</td>
<td>496.70</td>
</tr>
<tr>
<td></td>
<td>579.80</td>
<td>19 years of age</td>
<td>80%</td>
<td>567.70</td>
</tr>
<tr>
<td>At eighteen years of age</td>
<td>80%</td>
<td>20 years of age</td>
<td>90%</td>
<td>638.60</td>
</tr>
<tr>
<td></td>
<td>662.60</td>
<td></td>
<td></td>
<td>663.80</td>
</tr>
<tr>
<td>At nineteen years of age</td>
<td>90%</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>745.40</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>At twenty years of age</td>
<td>100%</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>828.20</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**ALLOWANCES**

| First aid (per week)               | N/A                        | 642.80 per annum                 |
| Meal Allowance (per meal)          | N/A                        | 14.35 per meal                   |
| Uniform Laundry Allowance          | Supplied by the School or reimbursement at cost of the supplied uniform. | 6.00 per week (max) OR 0.30 per day |
| NAPSA - $10 per week for laundry allowance |                           |                                   |

**The first aid allowance is not applicable to retail workers in the NT Catholic Schools system. A first aid allowance is payable to school officers and ISAs under the current agreement.**
(i) Grounds Maintenance Staff & Cleaners

<table>
<thead>
<tr>
<th>Classification</th>
<th>3 March 2014 Per Annum ($)</th>
<th>Classification Level</th>
<th>1 July 2014 Per Annum ($)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Physical 1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.1</td>
<td>42,051</td>
<td>Level 1</td>
<td>1.1</td>
</tr>
<tr>
<td>1.2</td>
<td>42,587</td>
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<td>35,728</td>
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<td>1.3</td>
<td>43,122</td>
<td>1.3</td>
<td>37,027</td>
</tr>
<tr>
<td>Physical 2</td>
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<td></td>
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</tr>
<tr>
<td>2.1</td>
<td>45,779</td>
<td>Level 2</td>
<td>2.1</td>
</tr>
<tr>
<td>2.2</td>
<td>46,317</td>
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<td>38,488</td>
</tr>
<tr>
<td>2.3</td>
<td>46,956</td>
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</tr>
<tr>
<td>Physical 3</td>
<td></td>
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</tr>
<tr>
<td>3.1</td>
<td>46,956</td>
<td>Level 3</td>
<td>3.1</td>
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<tr>
<td>3.2</td>
<td>47,595</td>
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<td>39,662</td>
</tr>
<tr>
<td>3.3</td>
<td>48,276</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**The first aid allowance is not applicable to grounds and maintenance staff & cleaners in the NT Catholic Schools system. A first aid allowance is payable to school officers and ISAs under the current agreement.**
Dear Commissioner Steel


We refer to your preliminary findings regarding application AG2014/1592 (Catholic Schools (Northern Territory) Collective Enterprise Agreement 2014). We understand that the employer has provided undertakings to address your concerns. The Independent Education Union – Queensland and Northern Territory Branch concurs with the undertakings provided by the employer.

Yours Sincerely

JOHN SPRIGGS
SENIOR INDUSTRIAL OFFICER
26 August 2014

Commissioner Steele
Fair Work Commission
Level 6, Riverside Centre
North Terrace
Adelaide

Dear Commissioner,

Re: Application for approval of the Catholic Schools (Northern Territory) Collective Enterprise Agreement 2014 - Undertakings

The ANMF NT Branch provides this letter of support for the undertakings provided by Catholic Schools.

Regards

Yvonne Falckh
Branch Secretary
Australian Nursing & Midwifery Federation
NT-Branch
26 August 2014

Fair Work Commission
PO Box 8072
Station Arcade
Adelaide SA 5000

Dear Andrew


Please can you bring this correspondence to the attention of Commissioner Steele.

We refer to your preliminary findings regarding application AG2014/1592 Catholic Schools (Northern Territory) Collective Enterprise Agreement 2014.

We understand that the employer has provided undertakings to address your concerns.

United Voice – Northern Territory concurs with the undertakings provided by the employer.

If you require further discussions please contact our Industrial Officer Ms Erina Early on 0400 030 834.

Yours sincerely

Matthew Gardiner
Branch Secretary NT
27 August 2014

Commissioner Steel
Fair Work Commission
PO Box 8072
STATION ARCADE SA 5000

Dear Commissioner Steel,

RE: AG2014/1592 Catholic Schools (Northern Territory) Collective Enterprise Agreement

We refer to your preliminary findings regarding application AG2014/1592 (Catholic Schools (Northern Territory) Collective Enterprise Agreement 2014).

The SDA has reviewed the undertakings provided by the applicant in relation to:

1. clause 1.3 (Relationship to Awards),
2. clause 3.2.4 (Consultation),
3. clause 3.5.3 (Redundancy),
4. clause 5.6 (Sick Leave) and clause 5.7 (Carer’s Leave),
5. clause 5.8 (Bereavement Leave),
6. the application of other forms of leave in relation to clause 5.5 (Personal Leave), and
7. Schedule B – Wages, Salaries and Allowances in relation to the date of application of the new structure of the Position of Responsibility (clause 4.4).

The Shop Distributive and Allied Employees’ Association (SA/NT Branch) supports the approval of the agreement with the undertakings provided.

Yours sincerely

Donald Blair
Industrial Officer
Shop, Distributive Allied Employees Association