

[2010] FWAA 3505



DECISION

Fair Work Act 2009
s.185—Approval of enterprise agreement

Cathedral College Wangaratta Ltd
(AG2010/6231)

CATHEDRAL COLLEGE AGREEMENT 2009

Educational services

COMMISSIONER GOOLEY

MELBOURNE, 3 MAY 2010

Application for approval of the Cathedral College Agreement 2009.

[1] An application has been made for approval of an enterprise agreement known as the *Cathedral College Agreement 2009* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Cathedral College Wangaratta Ltd. The agreement is a single enterprise agreement.

[2] The Applicant has provided written undertakings which are attached to this decision. I am satisfied that the undertakings meet the requirements as provided for by s.190 of the Act.

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

[4] The Victorian Independent Education Union, being a bargaining representative for the Agreement, has given notice under s.183 of the Act that it wants the Agreement to cover it. In accordance with s.201(2) I note that the Agreement covers the organisation.

[5] The Agreement was approved on 27 April 2010 and, in accordance with s.54, will operate from 4 May 2010. The nominal expiry date of the Agreement is 31 December 2011.



COMMISSIONER



Cathedral College Wangaratta
Principal: David Everett

21st April 2010

Commissioner Gooley
Fair Work Australia
GPO Box 1994
MELBOURNE VIC 3001

Dear Commissioner Gooley

Re: Matter Number AG2010/6231 – Cathedral College Agreement 2009

I apologise for not responding to your email of 22 March but we have no record of receiving it here. We would be quite keen to have the Agreement processed by way of e-hearing as it is a considerable distance to Melbourne and return from Wangaratta.

We wish to make the following undertakings:

1. Should a school assistant be entitled to an allowance under the Educational Services (Schools) General Staff Award 2010 we undertake to pay the allowance to the school assistant.
2. If a school assistant is required to work overtime the school assistant will be paid overtime in accordance with the provisions of the Educational Services (Schools) General Staff Award 2010.

If there is any further matter that can expedite this process please let us know.

Yours sincerely

Handwritten signature of David Everett in cursive.

David Everett
Principal

Handwritten signature of Ian Collins in cursive.

Ian Collins
Business Manager

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PART 1 APPLICATION AND OPERATION OF AGREEMENT

1 TITLE

This Agreement is to be known as the Cathedral College Agreement 2009 (the 'Agreement') and is a Single Enterprise Agreement made pursuant to section 172(2) of the *Fair Work Act 2009* (Cth.).

2 ARRANGEMENT

This Agreement is arranged as follows.

<u>Part Title</u>	<u>Part Number</u>	<u>Clause Numbers</u>
Application and Operation of Agreement	1	1 – 11
Conditions of Employment for all Employees Covered by the Agreement	2	12 – 36
Conditions of Employment for Teachers	3	37 – 44
Conditions of Employment for School Assistants	4	45 – 49

<u>Clause Title</u>	<u>Part Number</u>	<u>Clause Number</u>
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Agreement Flexibility	2	9
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Annual Leave – Teachers	3	40
Annual Leave Loading	2	26
Application and Coverage	1	4
Arrangement	1	2
Breakage and Loss	2	28
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College Policies	2	34
Classifications and Salaries – School Assistants	4	45
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Compassionate Leave	2	17
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Infectious Diseases Leave	2	18
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Part Time Teachers	2	42
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Performance Management	2	43
Personal Leave	2	16
Protective Clothing	2	29
Public Holidays	2	19
Qualification Conferral Leave	2	32
Qualifying Period	2	12
Redundancy	2	25
Relationship to Awards	1	5
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Schedule Title

Schedule Number

Teachers

Classification Structure (Teachers)	1A
Salaries (Teachers)	1B
Positions of Responsibility Structure (Teachers)	1C

School Assistants

Classification Structure (School Assistants)	2A
Salaries (School Assistants with School Holidays)	2B
Salaries (School Assistants with Annual Leave)	2C

3 COMMENCEMENT DATE AND PERIOD OF OPERATION

- 3.1 Where the Agreement passes the no-disadvantage test, the Agreement will be operative from the date of the notice issued by Fair Work Australia (FWA) approving the Agreement.
- 3.2 The nominal expiry date of the Agreement is 31 December 2011.

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4 APPLICATION AND COVERAGE

- 4.1 This Agreement covers:
- i. the Employer;
 - ii. Teachers, including Permission to Teach Teachers; and
 - iii. School Assistants
- 4.2 Part 1 and Part 2 of this Agreement apply to all Employees covered by the Agreement. Parts 3, 4 and 5 off this Agreement apply to Employees as specified.

5 RELATIONSHIP TO AWARDS

This Agreement operates to the complete exclusion of all Awards which would otherwise apply to any of the Employees covered by this Agreement.

6 NATIONAL EMPLOYMENT STANDARDS

- 6.1 To the extent that a term of this agreement is detrimental to an employee, in any respect, when compared to an entitlement of the employee under the National Employment Standards (NES), the term of this agreement has no effect.
- 6.2 Subclause 6.1 and the NES have no application to an employee covered by this agreement until 1 January 2010.

7 DEFINITIONS

Attendance Time	means all days of the School Year less the Non Attendance Time and the period of annual leave
Australian Fair Pay and Conditions Standard	means Part 7 (The Australian Fair Pay and Conditions Standard of the <i>Workplace Relations Act 1996</i> (Cth.))
Award	means the following: <ul style="list-style-type: none"> • <i>Victorian Independent Schools - Teachers - Award 1998</i>; • <i>Victorian Independent Schools - School Assistants - Award 1998</i>; and any other award applicable to any Employee immediately prior to the commencement of this Agreement
Casual Employee	means an Employee employed pursuant to clause 8 of this Agreement
Commission	means Australian Industrial Relations Commission
Employee	means a person covered by this Agreement
Employer	means the Cathedral College Wangaratta Ltd ABN 23 102 285 405

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Experience	means experience of teaching after achieving the qualifications necessary for registration as a teacher and will be deemed to have commenced at the date on which a 'qualified' person first receives a teaching appointment.
FW Act	means the <i>Fair Work Act 2009</i> (Cth)
FWA	means Fair Work Australia
Fixed Term Employee	means an Employee employed pursuant to clause 11 of this Agreement
Full Time Employee	means an Employee employed pursuant to clause 11 of this Agreement.
Immediate Family	Means <ul style="list-style-type: none"> • 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 who lives with the Employee as his or her husband or wife on a bona fide domestic basis, although not legally married to the Employee; and • child or an adult child (including an adopted child, a step child or an ex-nuptial child), a parent, a grandparent, grandchild or sibling of the Employee or spouse of the Employee
Non Attendance Time	means a period of time that will be announced in advance of the new School Year and will not be less than the school holidays mandated by the Victorian government for Victorian government teachers (less four (4) weeks' annual leave)
Part Time Employee	means an Employee employed pursuant to clause 11 of this Agreement
Permission to Teach Teacher	means a person who is granted Permission to Teach by the Victorian Institute of Teaching pursuant to Division 3 of Part 2.6 of Chapter 2 of the <i>Education and Training Reform Act 2006</i> (Vic.) and the person <ol style="list-style-type: none"> i. holds an academic degree which does not include an approved course of teacher education and the person is enrolled in an approved course of teacher education, or ii. holds single subject registration, excluding the subjects of instrumental music, choral music, voice production, sports coaching and religion, or iii. is employed in one of the following programs: <ul style="list-style-type: none"> school/tertiary institution exchange, an inter-governmental agreement, interschool exchange, VET in schools and professional experience, or iv. has at least a three-year tertiary qualification including teacher education and is classified as Permission to Teach (Casual Relief Teacher) by the Victorian Institute of Teaching (1 July 2007 <i>Permission to Teach Policy</i>)
Principal	means Principal of Cathedral College Wangaratta Ltd or his or her nominee

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Registered Health Practitioner	means a person registered under the <i>Health Professions Registration Act 2005 (Vic.)</i>
School	means Cathedral College Wangaratta Ltd ABN 23 102 285 405 trading as Cathedral College
School Assistant	means a person who is ancillary to the process of teaching and includes school counsellors, guidance officers, curriculum advisers, audiovisual technicians, audiovisual coordinators, laboratory technicians, laboratory managers, library technicians, librarians, special education personnel, ethnic community and multi-cultural advisers, integration aides, school marshals, community information officers, computer and mathematics laboratory assistants, faculty administrators, extension education coordinators and teacher aides.
School Holidays	means a period of holidays as determined by the Employer and announced prior to the commencement of a new School Year. School Holidays will not be less than those mandated by the Victorian government for Victorian government schools
School Year	means the twelve months from the day that Employees are required to attend the School for the new educational year.
Teacher	means a person who holds Full or Provisional Registration granted by the Victorian Institute of Teaching pursuant to Division 3 of Part 2.6 of Chapter 2 of the <i>Education and Training Reform Act 2006 (Vic.)</i> and is employed to teach. This definition includes a qualified teacher librarian and Permission to Teach Teacher but does not include a person employed as a Principal or a Deputy Principal, by whatever name called
Victorian Institute of Teaching	means the statutory authority for the registration of teachers established pursuant to the <i>Education and Training Reform Act 2006 (Vic.)</i>
WR Act	means the Workplace Relations Act 1996 (Cth.)

8 DISPUTE RESOLUTION PROCEDURE

- 8.1 If a dispute relates to:
- (a) a matter arising under the Agreement, or
 - (b) the NES,
- this clause sets out procedures to settle the dispute.
- 8.2 An Employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this clause.
- 8.3 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 management.
- 8.4 If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to FWA.

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- 8.5 FWA may deal with the dispute in two stages:
- (a) FWA will first attempt to resolve the dispute using one or more of the following methods: mediation, conciliation, expressing an opinion and making a recommendation; and
 - (b) if FWA is unable to resolve the dispute at the first stage, FWA may then:
 - (i) arbitrate the dispute; and
 - (ii) make a determination that is binding on the parties.
- Note:* If FWA arbitrates the dispute, it may also use the powers that are available to it under the Act. A decision that FWA makes when arbitrating a dispute is a decision for the purpose of Division 3 of Part 5.1 of the Act. Therefore, an appeal may be made against the decision.
- 8.6 While the parties are trying to resolve the dispute using the procedures in this clause:
- (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) the *Occupational Health and Safety Act 2004 (Vic.)* would not permit the work to be performed; or
 - (iii) the work is not appropriate for the employee to perform; or
 - (iv) there are other reasonable grounds for the employee to refuse to comply with the direction.
- 8.7 The parties to the dispute agree to be bound by a decision made by FWA in accordance with this clause.

PART 2 CONDITIONS OF EMPLOYMENT FOR ALL EMPLOYEES COVERED BY THE AGREEMENT

9 AGREEMENT FLEXIBILITY

- 9.1 An Employer and Employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
- (a) the Agreement deals with one 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

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- (b) the arrangement meets the genuine needs of the Employer and Employee in relation to one or more of the matters mentioned in paragraph (a);
 - (c) the arrangement is genuinely agreed to by the Employer and Employee.
- 9.2 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.
- 9.3 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 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
 - (iv) states the day on which the arrangement commences.
- 9.4 The Employer must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 9.5 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 anytime.

10 CONSULTATION REGARDING MAJOR WORKPLACE CHANGE

- 10.1 The provisions of this clause apply where:
- (a) the Employer has made a definite decision to introduce a major change to production, program, organisation, structure, or technology in relation to its enterprise; and
 - (b) the change is likely to have a significant effect on Employees of the enterprise.
- 10.2 The Employer must notify the relevant Employees of the decision to introduce the major change.
- 10.3 The relevant Employees may appoint a representative for the purposes of the procedures in this clause.

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- 10.4 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.
- 10.5 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.
- 10.6 However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant Employees.
- 10.7 The Employer must give prompt and genuine consideration to matters raised about the major change by the relevant Employees.
- 10.8 If a clause in the 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 10.2, 10.3 and 10.5 are taken not to apply.
- 10.9 In this clause, 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.
- 10.10 In this clause, **relevant employees** means the employees who may be affected by the major change.

11 MODES OF EMPLOYMENT

The Employer may employ a Full Time, Part Time, Fixed Term or Casual Employee. The Employer may direct an Employee to perform such duties as are within the limits of the Employee's skill, competence and training.

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11.1 Full Time Employees

11.1.1 The Employer may engage an Employee on a full time basis in accordance with this Agreement.

11.2 Part Time Employee

11.2.1 The Employer may employ an Employee on a part time basis in accordance with this Agreement.

11.2.2 The Employer will set out in writing the part time hours required upon the engagement of the Employee and at any other time when a permanent variation occurs. For a Part Time Teacher, the Employer will set out in writing the duties and number of hours required (including face-to-face teaching hours) to be undertaken.

11.2.3 A Part Time Teacher will be paid pro rata of the rate that the Teacher would be entitled to receive as a Full Time Teacher and is entitled to all entitlements on a pro rata basis on the specified hours in clause 11.2.2. The pro rata annual salary is calculated using the following formula. For the purpose of this formula, a Full Time Teacher's face-to-face teaching hours are deemed to be 38.33 hours secondary and 42.5 hours primary per fortnightly teaching cycle.

$$\frac{\text{hours of face-to-face teaching per f/n cycle}}{\text{hours of Full Time Teacher's face-to-face teaching per f/n cycle}} \times \text{annual salary}$$

11.2.4 A Part Time Teacher will undertake a proportionate number of other duties normally expected of a Full Time Teacher.

11.3 Fixed Term Employee

11.3.1 The Employer may employ an Employee to work on a replacement basis or for a specified period of time as full time or part time:

- to replace one or more Employees who are on leave;
- to undertake a specified project for which funding has been made available;
- to undertake a specified task which has a limited period of operation; or
- to replace an Employee whose employment has terminated after the commencement of the School Year. The period of the appointment must not exceed the end of that School Year.

11.3.2 A Fixed Term Employee is entitled to the benefits of this Agreement on a pro rata basis where the Employee is employed part time or where the Employee has been employed for a period of less than 12 months.

11.3.3 Before employing a Fixed Term Employee on a replacement basis, the Employer will inform the Fixed Term Employee of:

- the reason for the fixed nature of the employment;
- the date of commencement of the employment;
- the benefits which are applicable under this Agreement; and
- the rights of any Employee being replaced.

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11.3.4 Subject to clause 9, the termination of employment of a Fixed Term Employee will be by the expiry of the period of employment or in accordance with the appropriate notice of termination provisions in clauses 41 or 48.

11.3.5 A Fixed Term Employee is not entitled to any of the following benefits under this Agreement:

- notice of termination (where the date of cessation of employment is stated at the time of appointment)
- jury service leave
- redundancy.

11.4 Casual Employee

11.4.1 The Employer may employ an Employee as a Casual Employee in accordance with this Agreement.

11.4.2 A Casual Employee is entitled to the rate of pay specified in Schedule 1B. This rate of pay includes a loading in lieu of paid leave entitlements.

11.4.3 The Employer will engage a Casual Teacher for a full day or a half day.

11.4.4 A Casual Employee is not entitled to any of the following benefits under this Agreement:

- notice of termination of employment
- redundancy
- remuneration packaging
- annual leave
- jury service leave
- school holidays
- non attendance time
- leave loading
- public holidays
- paid personal leave
- paid compassionate leave
- accident make-up pay

11.4.5 A Casual Employee is entitled to unpaid carer's leave, unpaid parental leave and long service leave, where eligible.

11.4.6 An Employer must not employ a Casual Teacher, in such a capacity for more than fifteen consecutive school days. By mutual agreement, employment may be for up to one school term, where the days are consecutive.

11.4.7 An Employer must not employ a Casual School Assistant, for longer than two concurrent school terms on relieving work or to complete a fixed project, or for less than 38 hours per week or an average thereof per fortnight or month on work of an ongoing nature which involves the performance of a regular number of hours per week or over the averaging period.

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PART 2 CONDITIONS OF EMPLOYMENT FOR ALL EMPLOYEES COVERED BY THE AGREEMENT

12 QUALIFYING PERIOD

- 12.1 An Employee's employment is contingent upon the satisfactory completion of a six month qualifying period.
- 12.2 If the Employer is to terminate the employment of an Employee during the first six months of the Employee's employment, the Employer does not need to provide the relevant notice of termination in clause 41 or 49 and does not need to comply with any due process or performance management policies or procedures in place from time to time.
- 12.3 If the Employer is to terminate the employment of an Employee within the first six months of the Employee's employment commencing, the Employee is entitled to notice prescribed as follows or payment in lieu of notice.

<u>Employee</u>	<u>Period of Notice</u>
Teacher	7 weeks [
School Assistant	4 weeks

- 12.4 If the Employee is to resign within the first six months of the Employee's employment commencing, then the Employee is required to give the same notice required of the Employer in 12.3 above.

13 REMUNERATION PACKAGING

- 13.1 Upon receiving a written election for a remuneration packaging arrangement from the Employee and provided there is no additional cost to the Employer, the Employer is prepared to offer the Employee the opportunity to receive part of the Employee's remuneration in the form of non-cash benefits in line with legislation and Australian Taxation Office rulings until otherwise advised.
- 13.2 Any arrangement between the Employer and the Employee in relation to remuneration packaging will be entered into by way of a subsidiary agreement varying the Employee's conditions of employment.

14 SUPERANNUATION

The Employer currently makes, and will continue to make, an employer superannuation contribution equivalent to 9 per cent of ordinary time earnings, in accordance with the Superannuation Guarantee legislation, to a complying superannuation fund nominated by the Employee, excluding a fund where the Employer is required to become a participating employer. Should the Employee not nominate a complying superannuation fund for this purpose, the contribution will be made to Vic Super..

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15 PAYMENT ARRANGEMENTS

Salary will be paid by credit transfer to the Employee's nominated financial institution account on a monthly basis for permanent or fixed term teachers and fortnightly for other staff.

16 PERSONAL LEAVE

16.1 Personal leave is in accordance with the Australian Fair Pay and Conditions Standard (Division 5 of Part 7 of the WR Act as maintained by the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009 (Cth)*) except where more favourable terms are provided in this Agreement.

16.2 This clause does not reproduce the AFPCS in full.

16.3 Entitlement

16.3.1 An Employee is entitled to a paid personal leave entitlement, which includes both sick and carer's leave.

16.3.2 For a Full Time Teacher or School Assistant, the sick leave entitlement equates to 15 days per year of service. A Part Time Teacher or School Assistant is entitled to paid sick leave on a pro rata basis based on specified hours in clause 38 or 46.

16.3.3 Paid sick leave is taken by the Employee because of a personal illness or injury.

16.3.4 Paid carer's leave is taken by the Employee to provide care or support to a member of the Employee's Immediate Family or a member of the Employee's household, who requires care or support because of a personal illness, injury, or an unexpected emergency affecting the member. A maximum of 10 days of paid carer's leave may be taken per year of service. A Part Time Employee is entitled to paid carer's leave on a pro rata basis based on specified hours in clause 31 or 36. Carer's leave, if not used in any year, does not accrue as a separate entitlement.

16.3.5 Where the Employee has exhausted the paid personal leave entitlement, the Employee may take up to two days' unpaid carer's leave per permissible occasion. Unpaid carer's leave may be taken as a single, unbroken period of up to two days, or any separate period as agreed by the Employer and the Employee.

16.3.6 A Casual Employee may take up to two days' unpaid carer's leave per permissible occasion. Unpaid carer's leave may be taken as a single, unbroken period of up to two days, or any separate period as agreed by the Employer and the Employee.

16.3.7 The amount of personal leave, a Full Time Teacher or School Assistant may take as sick leave, depends upon how long the Teacher or School Assistant has worked for the Employer and accrues as follows:

- in the first year of service, six days during the first term worked and thereafter, three days at the commencement of each subsequent school term; and
- in the second and subsequent year of service, 15 days at the commencement of that year.

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16.3.8 An Employee must notify the Employer of the Employee's absence as soon as reasonably practicable. The notice must be to the effect that the Employee requires the leave because of a personal illness or injury or to provide care or support to a member of the Employee's Immediate Family or household as the member is suffering either a personal illness or injury or an unexpected emergency.

16.3.9 An Employee is entitled to sick leave provided that:

- the Employee produces a medical certificate from a Registered Health Practitioner or statutory declaration to the Employer for any absence of more than two consecutive days;
- the Employee provides a medical certificate from a Registered Health Practitioner or statutory declaration to the Employer for any absence continuous with a holiday to which the Employee is entitled and which would not otherwise require the production of a certificate; and
- the Employee produces a medical certificate from a Registered Health Practitioner or a statutory declaration to the Employer where the number days of paid sick leave already taken without the production of a medical certificate or a statutory declaration exceeds five days in the one year.

16.3.10 An Employee is entitled to carer's leave provided that:

- The Employee produces, if required by the School, a medical certificate from a registered health practitioner or statutory declaration to the Employer stating the illness of person concerned and that the illness is such as to require care by another.

17 COMPASSIONATE LEAVE

17.1 Compassionate leave is in accordance with the Australian Fair Pay and Conditions Standard (Subdivision E of Division 5 of Part 7 of the WR Act as maintained by the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009 (Cth)*), except where more favourable terms are provided in this Agreement.

17.2 This clause does not reproduce the AFPCS in full.

17.3 Entitlement

17.3.1 An Employee may take 3 days' paid leave per occasion when a member of the Employee's Immediate Family or household dies or when the Employee's Immediate Family or household member contracts or develops a personal injury or illness that poses a serious threat to life.

17.3.2 This leave may be taken in a single unbroken period or in separate periods of one day each or as agreed by the Employer and the Employee.

17.3.3 The Employee is entitled to compassionate leave only if the Employee gives the Employer any evidence that the Employer reasonably requires of the illness, injury or death.

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18 INFECTIOUS DISEASES LEAVE

- 18.1 An Employee who is suffering from one of the infectious diseases will be granted special leave without deduction of pay provided the Employer is satisfied on medical advice that the Employee has contracted the disease through a contact at the School and the disease is evident in the School:
- German measles
 - Chickenpox
 - Measles
 - Mumps
 - Scarlet fever
 - Whooping cough
 - Rheumatic fever, or
 - Hepatitis.
- 18.2 The Employee must, at the request of the Employer, produce a medical certificate from a registered medical practitioner which specifically names the disease as soon as is reasonably practicable.

19 PUBLIC HOLIDAYS

- 19.1 An Employee is entitled to public holidays as specified in the *Public Holidays Act 1993 (Vic)* and as gazetted by the Victorian Government from time to time. These include the following:
- New Year's Day, Good Friday, Easter Saturday, Easter Monday, Christmas Day and Boxing Day; and
 - the following days, as prescribed in Victoria: Australia Day, Anzac Day, Queen's Birthday and Labour Day; and
 - Melbourne Cup Day or any other day substituted by an Act of Parliament or Proclamation.
- 19.2 Public holidays that occur during a period of leave for Employees in accordance with Clauses 39 or 48 do not create an additional entitlement.
- 19.3 By agreement between the Employer and the majority of Employees, an alternative day may be taken as the public holiday in lieu of any of the specified days.
- 19.4 The Employer and an Employee may agree to the Employee taking another day as the public holiday in lieu of the specified day.
- 19.5 An agreement made in accordance with 19.3 or 19.4 must be recorded in writing and made available to every affected Employee. Any such agreement must be recorded in the time and wages records kept by the Employer.

20 PARENTAL LEAVE

- 20.1 Relationship with Act

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20.1.1 Parental leave is in accordance with the Australian Fair Pay and Conditions Standard (Division 6 of Part 7 of the WR Act) as maintained by the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth), except where more favourable terms are provided in this Agreement.

20.1.2 From 1 January 2010, an Employee's entitlement to Parental Leave is in accordance with the NES (Division 4 and 5 of Part 2-2, of the FW Act).

20.1.3 From 1 January 2010, 20.2.2 and 20.2.3 do not apply, as these rights will be replaced by the NES.

20.2 Right to request

20.2.1 Simultaneous Leave

(a) Subject to 20.2.1(b), an Employee entitled to parental leave pursuant to the provisions of the AFPCS may request the Employer to allow the Employee to extend the period of simultaneous unpaid parental leave provided for in the Act up to a maximum of eight weeks, to assist the Employee in reconciling work and parental responsibilities.

(b) An application under 20.2.1(a) must be made not less than ten (10) weeks prior to the commencement date of the short period of parental leave.

20.2.2 Additional Long Parental Leave

(a) Subject to 20.2.2(b), an Employee entitled to parental leave pursuant to the provisions of the AFPCS may request the Employer to allow the Employee to extend the period of long unpaid parental leave provided for in the Act, which is up to 12 months, by a further continuous period of leave not exceeding 12 months, to assist the Employee in reconciling work and parental responsibilities

(b) An application under 20.2.2(a) may be made at any time from the time of the application for the period of long unpaid parental leave provided by the Act but must be made not less than ten (10) weeks prior to the date upon which the Employee is due to return to work from parental leave.

20.2.3 Part Time Work

(vi) Subject to 20.2.3(b), an Employee entitled to parental leave pursuant to the provisions of the AFPCS may request the Employer to allow the Employee to return from a period of parental leave on a part-time basis until the child reaches five years of age or school age, whichever applies first, to assist the Employee in reconciling work and parental responsibilities.

(b) An application pursuant to 20.2.3(a) must be made as soon as possible but no less than ten (10) weeks prior to the date upon which the Employee is due to return to work from parental leave.

20.2.4 Request to be considered

(a) The Employer shall consider any request made pursuant to 20.2.1, 20.2.2 or 20.2.3 having regard to the Employee's circumstances and, provided the request is genuinely based on the Employee's parental responsibilities, may only refuse the request on

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reasonable grounds related to the effect on the workplace or the Employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

(b) An Employee's request and the Employer's decision made pursuant to 20.2.1, 20.2.2 or 20.2.3 must be recorded in writing.

20.3 Paid Parental Leave

20.3.1 A period of unpaid parental leave does not break the Employee's continuity of employment but it does not count as employment or service for any purpose under this agreement.

20.3.2 Where a teacher or a school assistant, other than if employed on a casual, fixed term, replacement or specified term contract of employment with the College, is granted unpaid parental leave in accordance with the relevant clause of this Agreement to be the primary caregiver of a child, the employee is entitled to a parental allowance as follows:

Length of Service	Period of Paid Leave Entitlement
Less than 1 year	Nil
More than 1 year but less than 3 years	Five Weeks
More than 3 years but less than 5 years	Ten Weeks
More than 5 years	Fourteen Weeks

20.3.3 Where an employee is granted short paternity or short adoption leave in accordance with the relevant clause of this Agreement at the time of the birth of a child or placement of a child for adoption and is not the primary caregiver of the child, the employee is entitled to a parental allowance at the employee's ordinary rate of pay for up to one week of paternity or adoption leave that would otherwise have been unpaid leave, provided the leave is taken within twelve (12) weeks of the birth, or placement, of the child.

20.3.4 From the commencement of this Agreement, an employee must have a minimum of 12 months' service, if returning from parental leave, before being eligible for a further payment of a parental allowance pursuant to 20.3.2.

20.3.5 Where the College employs both parents of the child, only one parent will be entitled to receive payment pursuant to 20.3.2.

20.3.6 The paid parental leave allowance will be equivalent to a period of leave that would otherwise have been unpaid.

20.3.7 The parental allowance does not count for the purpose of accrual of any benefits or entitlements under this Agreement .

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20.3.8 Employees will endeavour to take such leave covered by this clause at a time which best suits the educational needs of the children who attend the College and their own family circumstances.

21 LONG SERVICE LEAVE

21.1.1 An Employee is entitled to long service leave. The *Long Service Leave Act 1992 (Vic.)*, as amended from time to time, specifies the entitlement. This Agreement will prevail over the Act in the event of any inconsistency.

21.1.2 A Teacher is entitled to long service leave

- of thirteen weeks upon the completion of fifteen years of continuous employment for any period of employment commencing on or after 1 January 1965 and ending on 1 January 1980; and
- of thirteen weeks upon the completion of ten years of continuous employment for any period of employment commencing after 1 January 1980. A Teacher is entitled to an additional six and a half weeks' long service leave for each additional five years of continuous employment with the Employer.
- On a pro-rata basis after 7 years of continuous service subject to the following:
 - In the 2009 year – nil entitlement to pro-rata long service leave
 - In the 2010 year – 6 weeks paid leave entitlement
 - In the 2011 year – eligible for full pro-rata entitlement

21.1.3 A School Assistant is entitled to long service leave of thirteen weeks upon the completion of fifteen years of continuous employment. A School Assistant is entitled to an additional four and one-third weeks' long service leave for each additional five years of continuous employment with the Employer.

21.1.4 Accrued long service leave will be paid in lieu where an Employee's employment is terminated after seven years of continuous employment for any reason other than for serious misconduct. This provision has the express effect of overriding Section 58 of the *Long Service Leave Act 1992 (Vic.)*.

21.1.5 An Employee, whose service has been all full-time or all at the same part-time fraction, is paid during long service leave at the Employee's normal salary.

21.1.6 A School Assistant, whose time fraction has varied during service, is paid at a proportionate rate during long service leave. The rate is determined by calculating an average of the Employee's time fractions over the period of eligible service.

21.1.7 A Teacher, whose time fraction has varied during service, is paid salary in accordance with the following arrangement:

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Service prior to 1 February 1997		
<i>Employment Arrangement</i>		<i>Entitlement to Payment</i>
(a)	where all service for the period of employment ending 31 January 1997 was part-time	Salary is calculated using the average weekly hours over the last 12 months of actual service and multiplying the average weekly hours by the current hourly rate of pay
(b)	where full-time employment falls last	<ul style="list-style-type: none"> • leave taken from the full-time credit will be paid at the current full-time salary, and • leave taken from the part-time credit will be paid on the basis of a proportion of the current full-time salary having regard to the ratio of average weekly hours over the last 12 months of part-time employment
(c)	where part-time employment falls last	<ul style="list-style-type: none"> • leave taken from the full-time credit will be paid at the salary applicable to the full-time equivalent of the present part-time employment category, and • leave taken from the part-time credit will be paid on the basis of average weekly hours over the last 12 months of part-time employment
(d)	where the Teacher can show that the average weekly hours over the whole period of part-time employment were greater than the average weekly hours over the last 12 months of part-time employment	average weekly hours will be struck over the actual period of part-time employment
Service from 1 February 1997		
<i>Employment Arrangement</i>		<i>Entitlement to Payment</i>
Time fraction has varied during service		payment will be at the proportionate rate, calculated by averaging the time fractions over the period of service

21.2 Illness on Long Service Leave

21.3 Subject to the requirements of 21.4, an Employee, who becomes ill or suffers an injury during long service leave and has an entitlement to sick leave, is entitled to have the period of illness or injury treated as sick leave, with long

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service leave recredited to the Employee. The Principal may require the Employee to be examined by a registered medical practitioner of the Employer's choice, provided the practitioner is reasonably accessible to the Employee.

- 21.4 The Employee's application under 21.3:
- i. must be received by the Employer during the period of illness or injury;
 - ii. must be accompanied by a medical certificate from a Registered Health Practitioner or a statutory declaration attesting to the illness or injury and the duration of that illness or injury; and
 - iii. must indicate whether the Employee wishes to extend the long service leave by the period of the illness or injury or whether the Employee will return from long service leave as planned with the period of illness or injury increasing the Employee's accrued long service leave entitlement.
- 21.5 The timing of taking of Long Service Leave will be negotiated between the Principal and the Employee for mutual advantage but will ordinarily be taken within twelve months of the entitlement falling due.
- 21.6 The minimum period of Long Service Leave will ordinarily be a full term however given the pro-rata arrangement after seven years, long service leave may have to be combined with leave without pay to make up the full term. In special circumstances, an application for a shorter period of long service leave will be considered by the Employer.
- 21.7 Employees need to give the employer sufficient notice of the taking of long service leave and long service /leave without pay combinations. This period of notice would ideally be at least six months or more given the operational requirements of the school. A minimum of three months is absolutely necessary.
- 21.8 In consultation about the timing of such leave, the Employer agrees to take into account the individual Employee's needs, in so far as they are compatible with the Employer's operational needs.
- 21.9 An Employee may apply for leave without pay in conjunction with long service leave. The Employer will assess such application on its merits but only to the extent that an employee does not have sufficient accrued long service leave to make up the minimum period required to take long service leave.

22 LEAVE WITHOUT PAY

An Employee may apply for leave without pay which may be granted at the discretion of the Principal. An Employee agrees that entitlements under this Agreement do not accrue during any period of leave without pay. This provision expressly overrides the *Long Service Leave Act 1992 (Vic)*.

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23 ACCIDENT COMPENSATION AND ACCIDENT MAKE-UP PAY

- 23.1 Where an Employee is incapacitated for work by reason of a work-related injury or illness and becomes entitled to receive weekly payments under the *Accident Compensation Act 1985 (Vic)*, the Employer must pay to the Employee the difference between such weekly payments and the normal remuneration of the Employee for a period or periods in the aggregate of up to 39 weeks (Teacher/School Assistant) in respect of each such injury or illness but only for so much of that period as the Employee remains employed by the Employer.
- 23.2 If an Employee is absent from work because of a personal illness or injury, for which the Employee is receiving compensation payments pursuant to the *Accident Compensation Act 1985 (Vic)*, then:
- (a) the Employee does not accrue any of the following entitlements under this Agreement or under the Act (where relevant) for the duration of any such absence:
 - i. annual leave; or
 - ii. paid personal/carer's leave; and
 - (b) the Employee is not entitled to any payment in respect of any Non Attendance Time for a Teacher or School Holidays for a School Assistant entitled to School Holidays which fall during the period that the Employee is in receipt of weekly payments under the *Accident Compensation Act 1985 (Vic.)*.
- 23.3 In the event that an Employee, who is in receipt of weekly compensation payments pursuant to the *Accident Compensation Act 1985 (Vic.)*, has an entitlement to annual leave during a shut down period, the workers' compensation payments will cease and the Employee will take the accrued annual leave entitlement.
- 23.4 For the purposes of 23.3, the period of annual leave will not reduce the Employee's entitlement to such compensation payments or to accident make-up pay, if applicable.
- 23.5 Where an Employee returns to work in a partial capacity and is entitled to partial weekly compensation payments in accordance with the *Accident Compensation Act 1985(Vic.)*, and where the Employee is entitled to annual leave at the part time rate of pay, the Employee will remain entitled to be paid the weekly compensation payments in accordance with the Act.

24 WITHHOLDING OF MONIES

If an Employee fails to give the required notice upon termination of employment, the Employer may withhold from any monies due to the Employee on termination under this Agreement, an amount not exceeding the amount the Employee would have been paid under this Agreement in respect of the period of notice required by this clause less any period of notice actually given by the Employee.

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25 REDUNDANCY

25.1 Definition

Redundancy occurs where the Employer has made a definite decision that the Employer no longer wishes the job that the Employee has been doing done by anyone and that decision leads to the termination of employment of the Employee, except where this is due to the ordinary and customary turnover of labour.

25.2 Redundancy Disputes

25.2.1 Where a redundancy dispute arises, and if it has not already done so, an Employer must provide the affected Employee(s) and the Employee's representative (if requested by any affected Employee) in good time, with relevant information:

- the reasons for any proposed redundancy;
- the number and categories of Employees likely to be affected; and
- the period over which any proposed redundancies are intended to undertaken.

25.2.2 Where a redundancy dispute arises and discussions occur in accordance with this clause, the Employer will, as early as possible, consult on measures taken to avert or to minimise any proposed redundancies and measures to mitigate the adverse affects of any proposed redundancies on the Employees concerned.

25.3 Transfer to lower paid duties

Where an Employee is transferred to lower paid duties for reasons set out above the Employee will be entitled to the same period of notice of transfer as the Employee would have been entitled to if the Employee's employment had been terminated. The Employer may, at its discretion, make payment in lieu thereof of an amount equal to the difference between the former ordinary time rate of pay and the new lower ordinary time rate for the number of weeks of notice still owing.

25.4 Severance Pay

The severance payment for an Employee will be in accordance with the following:

<u>Period of Continuous Service</u>	<u>Severance Pay</u>
Less than 1 year	Nil
1 year and less than 2 years	4 weeks' pay*
2 years and less than 3 years	6 weeks' pay
3 years and less than 4 years	7 weeks' pay
4 years and less than 5 years	8 weeks' pay
5 years and less than 6 years	10 weeks' pay
6 years and less than 7 years	11 weeks' pay
7 years and less than 8 years	13 weeks' pay
8 years and less than 9 years	14 weeks' pay
9 years and less than 10 years	16 weeks' pay
10 years and over	12 weeks' pay

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***Week's pay** means the ordinary time rate of pay for the Employee concerned

.For the purposes of this clause **continuous service** will be calculated to include all service for which paid leave was applicable. Paid leave includes personal leave (sick leave, infectious diseases leave, carer's leave and compassionate leave), school holidays, long service leave, examination leave, qualification conferral leave and leave during which accident make-up payments are being received by the Employee. Periods of unpaid leave are not included, except at the discretion of the employer

25.5 Leaving during notice

An Employee, whose employment is terminated for reasons of redundancy, may terminate the Employee's employment during the period of notice and, if so, will be entitled to the same benefits and payments under 25.4 had the Employee remained with the Employer until the expiry of such notice. In such circumstances the Employee will not be entitled to payment in lieu of notice.

25.6 Alternative employment

The Employer, in a particular redundancy case, is not obliged to pay severance pay if the Employer obtains alternative employment for an Employee acceptable to that Employee.

25.7 Time off during notice period

- i. During the period of notice of termination an Employee will be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- ii. If the Employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the Employee may be required to produce proof of attendance at an interview or the Employee may not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.

26 ANNUAL LEAVE LOADING

26.1 An Employee who has given service for which salary has been received throughout the School Year is entitled to a leave loading of 17.5% on a maximum of four weeks' annual leave.

26.2 An Employee who is employed for part only of a School Year is entitled to be paid leave loading as follows:

$\frac{17.5\% \text{ of working weeks (excluding paid school holidays and non term time)}}{\text{Number of School's term weeks}}$	$\times 4 \times$	$\frac{\text{Annual Rate of Pay}}{52.18}$
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26.3 An Employee who ceases employment with the Employer prior to the commencement of third term is not entitled to leave loading from the Employer.

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26.4 An Employer may pay leave loading to the Employee with the first salary payment in December of that year at the rate of pay applicable on 1 December or to the Employee with each salary payment throughout the School Year by increasing the annual rate of pay as at 1 February of that year, or as subsequently varied, by 1.346 per cent.

27 MEAL ALLOWANCE

The Employer will supply an Employee with a meal should the Employer require an Employee to remain at school continuously until after 7 p.m. on any day.

28 BREAKAGE AND LOSS

An Employee who takes reasonable care will not suffer loss of income for any accidental breakages or loss of property which occurs in the normal course of the Employee's duties.

29 PROTECTIVE CLOTHING

Where protective clothing is deemed necessary by the Employer for the performance of duties, the Employer will either provide such clothing or reimburse the Employee for cleaning costs incurred.

30 JURY SERVICE LEAVE

30.1 Entitlement

- 30.1.1 An Employee if required to appear and/or serve as a juror will be entitled to be granted leave for the period during which attendance at court is required.
- 30.1.2 An Employee must notify the Employer as soon as possible of the date upon which the Employee is required to attend for jury service.
- 30.1.3 An Employee must provide the Employer with written proof of the requirement to attend for jury service and an estimate of the duration of the absence from duty.
- 30.1.4 The Employee must inform the Employer immediately of any change to the known period of absence and provide the Employer with written proof of the payments made by the Court Authorities with respect to jury service.
- 30.1.5 Subject to 30.1.2 to 30.1.4 of this clause, an Employer will reimburse an Employee granted leave pursuant to 30.1.1 an amount equal to the difference between the amount paid in respect of the Employee's attendance for such jury service and the amount of salary the Employee would have received had the Employee not been on jury service.

31 EXAMINATION LEAVE

An Employee will be granted leave with pay to attend compulsory examinations in an approved relevant course of study.

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32 QUALIFICATION CONFERRAL LEAVE

An Employee will be granted leave with pay for up to one day for the purpose of having a degree/diploma or other qualification conferred in an approved relevant course of study.

33 TRAVELLING ALLOWANCE

Where trips to Melbourne and/or the metropolitan region are required, employees are encouraged to use public transport and can claim, and be entitled to be paid \$120 to cover the cost of train and tram fares.

Employees required by the employer to use their own motor vehicle in the performance of their duties shall be entitled to claim and, where such a claim is made, be paid an allowance at the rate per kilometre as published by the Australian Taxation Office for the most recent taxation year. This allowance covers all running costs including the cost of motor vehicle insurance and any claims for damage and/or repair are borne by the employee and/or insurer. Employees need approval from the Business Manager before such travel is undertaken so that the traveling costs can be factored into the cost of the activity.

34 COLLEGE POLICIES

Employees must abide by all College policies and protocols that are updated and published annually in the staff handbook or as they are made available to employees. Failure to comply with these requirements may result in disciplinary action being taken by the College which may include termination of employment. College policies are not incorporated into and do not form part of this agreement.

35 CONFIDENTIALITY

- 35.1 Employees must not discuss operational matters of the College or incidents involving students, staff or parents with anyone other than the Principal and other teachers and staff that need to know about the incident.
- 35.2 Employees will not during the time of their employment or following termination reveal any of the confidential information of the College to any person whatsoever, unless authorised in writing by the College.
- 35.3 "*Confidential Information*" includes personal and organisational information and any information that relates to the financial and commercial activities of the College, the unauthorised disclosure of which may embarrass, harm or prejudice the College or any of its employees or its students. It does not extend to information already in the public domain unless such information arrived there by unauthorised means.

36 CONSULTATIVE COMMITTEE

- 36.1 The parties recognise the benefit of consultation in relation to decisions that impact on Employees.

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- 36.2 An interim representative working party will be established to determine the Terms of Reference and structure of the Consultative Committee. The working party will comprise Principal and 2 nominees of the Principal, a representative elected from the Junior school, a representative elected from the Senior school and a non-teaching representative.
- 36.3 A Consultative Committee shall be established whose role shall be to provide a forum for discussion of areas that involve all Employees.
- 36.4 The Consultative Committees functions, operation and constitution will be established in a College Policy.
- 36.5 The College Policy will be available through the computer system to all staff members.
- 36.6 The College Policy does not form part of and is not incorporated into this agreement.

PART 3 – CONDITIONS OF EMPLOYMENT FOR TEACHERS

37 CLASSIFICATIONS AND SALARY

- 37.1 Schedule 1A sets out the classification structure and progression arrangements.
- 37.2 Schedule 1B sets out the salary for a Teacher, including a Casual Teacher.
- 37.3 Schedule 1C sets out the position of responsibility structure and Schedule 1D sets out the applicable rates of pay.
- 37.4 The salary specified in Schedule 1B or 1D is in compensation for all hours worked under this Agreement.

38 HOURS OF WORK

- 38.1 The ordinary hours of work for a Full Time Teacher are 38 hours per week averaged over a period of 12 months. The averaging period will be the School Year, except that where this Agreement comes into effect from a date other than the first day of the School Year, the first period of averaging will be for the remainder of that School Year.
- 38.2 Where a Teacher is employed for part only of a School Year, averaging will be over the period of employment in that School Year.
- 38.3 In addition, a Teacher is required to work such reasonable additional hours as are necessary to perform the Teacher's duties.
- 38.4 The Employer will determine the ordinary full time face-to-face teaching hours per week and the professional duties to be allocated to the Teacher.

39 NON ATTENDANCE TIME

- 39.1 A Teacher is not required or requested to attend at the School during Non Attendance Time but is required to perform such professional duties as are determined by the Teacher as being reasonably necessary to enable the proper performance of the Teacher's role. The Teacher's role is defined by the Employer. Non Attendance Time is not a period of authorised leave for the

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purpose of the Act.

- 39.2 Where a Teacher takes unpaid leave for more than ten (10) days during Attendance Time, the number of weeks of Non Attendance Time will be reduced by the number of weeks taken. The entitlement to paid Non Attendance Time during the School Year will be calculated pursuant to the formula in 39.3.
- 39.3 If a Teacher's employment is terminated or a Teacher resigns prior to the end of term 4 in any School Year or a Teacher is employed for part only of a School Year, the Teacher is entitled to a payment for Non Attendance Time in recognition of the averaging of hours of work under this Agreement, pursuant to the following formula:

$$\left(\frac{\text{Number of weeks of a Teacher's Attendance Time}}{\text{Total number of School's Attendance Time}} \times \text{Non Attendance Time} \right) - \text{Non Attendance Time weeks already taken}$$

40 ANNUAL LEAVE

- 40.1 Annual Leave is in accordance with the Australian Fair Pay and Conditions Standard (Division 4 of Part 7 of the WR Act as maintained by the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)), except where more favourable terms are provided in this Agreement.
- 40.2 This clause does not reproduce the AFPCS in full.
- 40.3 A Teacher is entitled to four weeks' annual leave for every 12 months of continuous service on a pro rata and cumulative basis.
- 40.4 A Teacher must take an amount of annual leave during each of the shutdown periods following the end of term 1, 2, 3 and 4 . The shut down period may differ for individual Teachers, depending on work commitments and activities. The shut down is defined as a period where the Employer shuts down the business, or any part of the business, in which the Teacher works.
- 40.5 A Teacher and the Employer may agree in writing that the Teacher performs duties during all or part of the shut down period and defer taking the equivalent period of annual leave to another time.
- 40.6 A Teacher will take all accrued annual leave during the shut down period.

41 NOTICE OF TERMINATION

- 41.1 Where the Employer wishes to terminate the employment of a Teacher serving a qualifying period pursuant to clause 12, or a Teacher wishes to resign during a qualifying period, the period of notice is specified by clause 12.

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- 41.2 Where the Employer wishes to terminate the employment of a Teacher, where the Teacher has had five or more years' continuous service with the Employer, the Employer will give a full term's notice in writing or full payment in lieu.
- 41.3 Where the Employer wishes to terminate the employment of a Teacher, where the Teacher has had more than six months' continuous service but less than five years' continuous service with the Employer, the Employer will give seven weeks' notice in writing, wholly within the one school term or full payment in lieu.
- 41.4 Where the Employer wishes to terminate the employment of a Fixed Term Teacher, who is replacing another Teacher on parental leave, the Employer will give the Fixed Term Teacher four weeks' notice if the Teacher being replaced provides notice to the Employer that the Teacher being replaced wishes to return from parental leave.
- 41.5 Payment in lieu is calculated by taking the amount of salary and rates of pay in Schedules 1B and 1C (if applicable) that a Teacher would have received by working during the notice period if the Teacher's employment had not been terminated.
- 41.6 Subject to clause 12, a Teacher must provide the Employer with a minimum of seven weeks' notice in writing with such notice to be given wholly within the one school term.
- 41.7 The notice period in this clause and in clause 12 do not apply where the Teacher is guilty of serious misconduct.

42 PART TIME TEACHERS

The hours of Part-time teachers shall fall within the following, unless the employee consents to another arrangement or such hours are not reasonable taking into account proven timetable constraints or the operational requirements of the College:

Less than .2 to work up to 2 days in any one week of the teaching cycle

0.2 or above but less than 0.4 to work up to 3 days in any one week of the teaching cycle

0.4 or above but less than 0.6 to work up to 4 days in any one week of the teaching cycle

0.6 or above to work up to 5 days in any one week of the teaching cycle

The College will endeavour to accommodate the needs of part time staff to as few days as possible, taking into account the primary concern of ensuring the learning needs, subject requirements and curriculum of students is met.

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43 PERFORMANCE MANAGEMENT

Where the Principal has serious and justifiable concerns with the professional conduct or performance of an employee, and this cannot be resolved in discussions between the employer and the employee, the College will instigate Due Process as outlined in this clause.

- 43.1 To instigate Due Process the Principal shall meet with the employee and provide notice in writing of:
- (a) the employer's concerns about the employee's conduct or performance
 - (b) the period of the due process, stating the expected timeline of the total process and the times and dates when review meetings will take place within the timeline
 - (c) the College's right to terminate the employment should due process not resolve the College's concerns
 - (d) At the initial meeting, the employee shall be given an opportunity to seek clarification of any points raised in the employer's letter and there shall be an attempt to reach agreement regarding the expected timeline of the total process and the times and dates when review meetings will take place within the timeline.
- 43.2 The employee shall have the right to be accompanied by a nominee of the employee at this meeting and subsequent meetings.
- 43.3 At the review meetings during the period of Due Process the employee shall demonstrate how the concerns of the employer are being addressed and the employer shall provide advice to the employee as to the progress of the employee in addressing the concerns.
- 43.4 At the end of the timeline the employer shall advise the employee in writing as to whether the employer's concerns have been satisfactorily addressed and whether sufficient progress has been made to conclude the Due Process.
- 43.5 Following the conclusion of the Due Process, if the employer's intended course of action is to terminate the employment of the employee, the relevant clauses of the awards shall apply.
- 43.6 This clause does not apply if the matter relates to serious misconduct.
- 43.7 The employer is not required to follow the terms of this clause during the 6 months qualifying period.

44 WEEKLY TERM PROGRAMME & EXPECTATIONS

- 44.1 Normal hours of attendance for employees are 8.30 am to 4 pm Monday to Friday. Between these hours, employees must be on College premises at all times, unless they have officially signed out of the College in the book at

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reception and are on a break or other authorised College business approved by the Principal.

- 44.2 Teachers must attend one staff meeting per week and on that day will be required to stay until approximately 4.45 pm.
- 44.3 Some duties may need to be performed at times other than during the College day or when students are in attendance, including on weekends.

PART 4 – CONDITIONS OF EMPLOYMENT FOR SCHOOL ASSISTANTS

45 CLASSIFICATIONS AND SALARIES

- 45.1 Schedule 2A sets out the classification structure for a School Assistant.
- 45.2 Schedule 2B sets out the salary or a School Assistant entitled to School Holidays.
- 45.3 Schedule 2C sets out the salary for a School Assistant entitled to four weeks' annual leave.

46 HOURS OF WORK

- 46.1 The ordinary hours of work for a Full Time School Assistant will be 38 hours per week.
- 46.2 The ordinary hours of work may be averaged over a fortnight or a four-week period.
- 46.3 The Employer may require a School Assistant to work reasonable additional hours, in accordance with the arrangement specified in Schedule 2B.

47 ANNUAL LEAVE

- 47.1 Annual Leave is in accordance with the Australian Fair Pay and Conditions Standard (Division 4 of Part 7 of the WR Act as maintained by the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009 (Cth)*), except where more favourable terms are provided in this Agreement.
- 47.2 This clause does not reproduce the AFPCS in full.
- 47.3 A School Assistant is entitled to four weeks' annual leave for every 12 months of continuous service on a pro rata and cumulative basis.
- 47.4 A School Assistant must generally take an amount of annual leave during a shut down period. The shut down is defined as a period where the Employer shuts down the business, or any part of the business, in which the School Assistant works.
- 47.5 Where a School Assistant has not accrued sufficient annual leave to be taken during the shut down period, the School Assistant will be entitled to leave which will be unpaid.

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47.6 Where a school assistant's entitlement to paid annual leave has been reduced pursuant to 47.5 the period which, but for that reduction, would have been paid annual leave will be unpaid leave (other than leave without pay or unpaid carer's leave) and will be counted as service for all purposes of this agreement

48 SCHOOL HOLIDAYS

48.1 A School Assistant is entitled to School Holidays, which is inclusive of annual leave, if specified at the time of employment or during a period of employment.

48.2 The salary for a School Assistant in Schedule 2B takes this period of additional leave into account.

48.3 A School Assistant is entitled to public holidays that fall during this period of additional leave but they do not create any additional entitlements.

48.4 A School Assistant who is employed for part only of a School Year or who takes leave without pay in excess of 10 working days in any School Year, will be paid on a pro rata basis during School Holidays with the calculation based upon the proportion of weeks worked at the rate of pay applicable at the time of the School Holidays or at the time that employment is terminated. The formula to calculate an entitlement to School Holidays in accordance with this clause is as follows:

$$\left\{ \frac{\text{Number of working weeks excluding paid holiday periods}}{3} \right\} - \text{School Holidays already paid}$$

49 NOTICE OF TERMINATION

49.1 Where the Employer wishes to terminate the employment of a School Assistant serving a qualifying period pursuant to clause 9, or a School Assistant wishes to resign during a qualifying period, the period of notice is specified by clause 9.

49.2 Where the Employer wishes to terminate the employment of a School Assistant, who has had more than six months' continuous service with the Employer, four weeks' notice in writing, or full payment in lieu, will be provided to the School Assistant. Where a School Assistant is entitled to School Holidays, notice is to be given wholly within the one school term.

49.3 Payment in lieu of notice is calculated by taking the amount of salary and rates of pay in Schedule 2B or 2C that a School Assistant would have received by working during the notice period if the School Assistant's employment had not been terminated.

49.4 A School Assistant, who has had more than six months' continuous employment with the Employer, must provide the Employer with a minimum of four weeks' notice in writing. Where a School Assistant is entitled to School Holidays, notice is to be given wholly within the one school term.

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Witness address:

11 OVEN ST
WANJARATTA VIC 3677

EMPLOYEE REPRESENTATIVE

Signed:

Glenn R Jackson

Date:

14.12.2009

Name in full (printed):

GLENN R. JACKSON

Address:

344 MURDOCH RD
WANJARATTA.
VIC 3677

Witnessed by:

Sharon Nolan

Witness name in full:

Sharon Nolan

Witness address:

35 Oxley-Meadow Crk Rd
Oxley Vic 3678

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SCHEDULE 1A – CLASSIFICATION STRUCTURE (TEACHERS)

1A.1 Teachers with Full/Provisional Registration with the Victorian Institute of Teaching

1A.1.1 A Teacher, who has a 4-year approved training course beyond secondary school including teacher training, will commence at Level 1 and subject to 1A.1.2, progress to Level 11 in annual increments on the anniversary of the Teacher's teaching appointment, or in the case of non-continuous service, after the completion of the equivalent of a School Year.

1A.1.2 A Teacher, who has a 3-year approved training course beyond secondary school including teacher training, will commence at Level 1 and subject to 1A.1.3, progress to Level 2 after two years at Level 1, and thereafter, progress to Level 11 in annual increments on the anniversary of the Teacher's teaching appointment, or in the case of non-continuous service, after the completion of the equivalent of a School Year.

1A.1.3 A Teacher employed for 40 per cent or less of a full teaching load will be required to complete 24 months' service before progressing to the next level.

1A.2 Permission to Teach Teachers with the Victorian Institute of Teaching

1A.2.1 A Permission to Teach Teacher will be paid at Level 1.

1A.2.2 Where a Permission to Teach Teacher receives Full or Provisional Registration with the Victorian Institute of Teaching, the person will be classified at the level commensurate with the teaching experience gained whilst undertaking the requisite qualification, provided that reclassification will take place from the next pay period commencing after the Teacher's notification, in writing, to the Employer.

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SCHEDULE 1B – SALARIES (TEACHERS)

1B.1 Annual Salary

The annual salary for a Full Time Teacher will be not less than that prescribed by the following table.

Level	First pay period commencing on or after		
	1 Jan 2009 \$	1 Jan 2010 \$	1 Jan 2011 \$
1	52571	53996	55459
2	54070	55535	57040
3	57195	58745	60337
4	58825	60420	62057
5	60502	62141	63826
6	62227	63913	65645
7	64000	65735	67516
8	66304	68101	69946
9	68360	70212	72115
10	70479	72389	74351
11	77546	79648	81806

Transition scale to be applied with effect from 1 January 2009

Old Pay Scale	New Pay Scale
Level	Level
1	1
2	2
3	3
4	4
5	5
6	6
7	7
8	8
9	9
10	10
11	11
12	11
13	11
14	11

1B.2 Weekly Salary

The weekly salary is calculated by dividing the annual rate of pay by 52.18.

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1B.3 Annual Leave Loading

The annual salary in 1B.1 does not include annual leave loading.

1B.4 Casual Rate of Pay

The rate of pay for a Casual Teacher from 1st January 2009 will not be less than:

\$233.30 per day
\$116.65 per half day
\$38.88 per hour

The rate of pay for a Casual Teacher from 1st January 2010 will not be less than:

\$250.00 per day
\$125.00 per half day
\$41.66 per hour

The rate of pay for a Casual Teacher from 1st January 2011 will not be less than:

\$256.80 per day
\$128.40 per half day
\$42.80 per hour

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SCHEDULE 1C – POSITIONS OF RESPONSIBILITY STRUCTURE (TEACHERS)

1C.1 Advertising & Appointment

1C.1.1 Positions of responsibility will be advertised in-house and possibly externally, listing title of position, a job description, remuneration level, tenure and time allocation.

1C.1.2 Applicants will be provided with a period of at least 10 working days to apply.

1C.1.3 Interview panel to consist of the Principal, a Deputy Principal and one representative from the staff, invited by the Principal.

1C.2 Eligibility

1C.2.1 A rate of pay will be paid to a Teacher where the Employer requires the performance of administrative, pastoral care and/or educational leadership duties additional to those usually required of teachers by the Employer.

1C.2.2 The rate of pay is linked to a position of responsibility rather than tied to an individual Teacher.

1C.2.3 The Principal determines who is eligible for the rate of pay.

1C.3 Notification

1C.3.1 The Principal will provide written advice to a Teacher in receipt of a rate of pay of the position, its tenure, the duties required and the amount to be paid.

1C.3.2 The Principal will advise the Teacher of the level to which the position equates in accordance with 1C.3.

1C.4 Structure of responsibility rates of pay

• Level	• 01.01.2009	• 01.01.2010	• 01.01.2011
• 1	• 1000	• 1030	• 1060
• 2	• 1500	• 1545	• 1590
• 3	• 2000	• 2060	• 2120
• 4	• 3200	• 3290	• 3380
• 5	• 5200	• 5350	• 5500

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SCHEDULE 2A – SCHOOL ASSISTANT CLASSIFICATION STRUCTURE

2A.1 Classifying school assistants

2A.1.1 Positions for ancillary staff employed in libraries, laboratories and on audio-visual duties, and as teacher aides will be classified in accordance with the following criteria.

2A.1.2 With the exception of Grade 1A, gradings will be given on a basis of a comparison of the work performed in the position with the duties which are specified as "typical" at each of the grades. A position need not involve all the duties listed as "typical" of the grade nor are the typical duties the only ones which may be required.

2A.1.3 Upon engagement, the Employer will inform a School Assistant of the classification grade and the rate of pay applying to that classification.

2A.2 Grade 1

2A.2.1 Positions

Positions for which qualifications are not required:

- teacher aide
- library assistant
- laboratory assistant
- audio visual assistant

2A.2.2 Characteristics

It is characteristic of this classification that the School Assistant may be required to perform any combination of a wide range of routine functions under reasonably direct oversight but may, after gaining experience, exercise some degree of autonomy and exercise discretion.

2A.2.3 Typical duties

The duties of positions at this level may include some or all of the following:

2A.2.3(a) Library assistant:

Provision of general assistance of a supportive nature for professional and para-professional library staff including:

- processing books (marking, covering, repairing and shelving)
- sorting catalogue cards
- accessioning
- recording library statistics
- participation in stocktaking
- assisting in preparing display and graphic material
- assisting with circulation systems
- following up overdue loans
- general typing and photocopying

2A.2.2(b) Audio-visual assistant

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Routine tasks associated with the operation of a resource centre or in connection with the maintenance, control and operation of audio-visual equipment of the school, such as assisting with audio and video recording.

2A.2.3(c) Laboratory assistant

Routine tasks including:

- simple maintenance of equipment and materials
- care of fauna and flora
- setting up less complex experiments such as are typically conducted at years 7-10 general science
- preparation of teaching aids under direction
- preparation of standard solutions

2A3.2.3(d) Teacher aide

Provision of general assistance of a supportive nature for teaching staff as directed including:

- assist with the collection, preparation and distribution of teaching aids
- maintain records of books and materials distributed
- assist with clerical duties associated with normal classroom activities eg. pupil records, collections etc
- collect and distribute stock and equipment
- assist teachers with care of children on School excursions, sports days, and other out of classroom activities.

2A.3 Grade 1A

2A.3.1 Characteristics

Positions, the occupants of which are required by the Employer to undertake a relevant post-secondary course of study.

2A.3.2 Positions

- library technician-in-training
- laboratory technician-in-training
- audio-visual technician-in-training

2A.4 Grade 2

Positions, the duties of which require knowledge and skills which would normally be gained by completion of a relevant post-secondary certificate or associate diploma qualification, but could also be gained from on the job relevant experience considered equivalent by the Employer.

2A.4.1 Positions

- library technician
- laboratory technician
- audio-visual technician

2A.4.2 Characteristics

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It is characteristic of this classification that the School Assistant may be required to perform any combination of a wide range of functions under direction but may, after gaining experience, exercise some degree of autonomy and accept personal responsibility for some functions requiring initiative and exercise discretion.

2A.4.3 Typical duties

In addition to some or all Grade 1 or Grade 1A duties, the duties of positions at this level may include some or all of the following:

2A.4.3(a) Library technician

Performance of responsible tasks associated with the efficient operation of a library including such tasks as:

- assisting teachers and students to use the catalogue and/or locate books and resource material
- explaining the function and use of the library and library equipment to students
- under direction, assist teaching staff to take story groups
- searching and identifying fairly complex bibliographic material
- simple copy cataloguing
- filing catalogue cards
- organising inter-library loans
- answering ready-reference enquiries
- supervising dispatch and recovery of damaged books to/from commercial binders

2A.4.3(b) Audio-visual technician

Performing responsible tasks associated with the efficient operation of an audio-visual section including such tasks as:

- operating and maintaining a wide range of equipment
- demonstrating and explaining the operation of equipment
- providing general technical support for teaching staff
- reproducing materials by means of sound and photographic equipment, etc
- evaluating and making recommendations for purchase

2A.4.3(c) Laboratory technician

Performing responsible tasks associated with the efficient operation of the laboratory/s including such tasks as:

- manufacturing and servicing equipment
- implementing measures for proper storage control and handling or disposal of dangerous or toxic substances
- culturing, preparing for use and being responsible to the Head of Department for the security of bacterial, viral or other like substances
- ordering supplies and materials

2A.5 Grade 3

Positions, the duties of which require, in addition to the knowledge and skills required at Grade 2 level, additional experience or knowledge such as would normally be gained from the completion of an additional year of post-secondary qualification but could also be gained from on the job relevant experience considered equivalent by the Employer.

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2A.5.1 Positions

- senior library technician
- librarian
- senior laboratory technician
- laboratory manager
- senior audio-visual technician
- audio-visual co-ordinator

2A.5.2 Characteristics

It is an essential characteristic of a School Assistant at this classification level that such School Assistant is often required to exercise significant initiative and discretion, work with little supervision, and demonstrate expertise and accept personal responsibility significantly beyond that required of a School Assistant classified as a School Assistant Grade 1 or 2.

2A.5.3 Typical duties

In addition to some duties specified for lower level positions, the duties of positions at this level may include some or all of the following:

2A.5.3(a) Senior library technician/librarian

Performing responsible tasks associated with the efficient operation of a library such as:

- preparing descriptive cataloguing for library materials
- supervising the operation of circulation systems
- answering reference and information enquiries other than ready reference
- assisting in evaluating and selecting equipment and supplies
- providing guidance in the use of information systems
- supervising staff
- arranging in-service training of para-professional and unqualified staff where appropriate
- in-charge of an identifiable functional unit (eg. audio-visual)
- selection and ordering of periodicals
- liaison with outside bodies (schools, public libraries, educational authorities) regarding the use of and access to external materials

2A.5.3(b) Senior A/V technician/laboratory manager

Under general direction, undertake substantial responsibility associated with the efficient operation of an audio-visual department including some or all duties of lower level positions, and in addition some or all of the following:

- production of resource material, e.g., multi media kits, video and film clips
- teaching skills to teachers and individual students
- maintaining security of equipment and materials
- budgeting
- liaison with heads of department on curriculum
- organising resources material
- developing borrowing strategies
- supervising staff

2A.5.3(c) Senior laboratory technician/laboratory manager

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Under general direction, undertake substantial responsibility associated with the efficient operation of the laboratory/s including some duties specified for lower level positions and in addition some or all of the following:

- provision of technical assistance and advice as requested
- assist in the planning and organisation of laboratories and field work
- supervision of staff
- testing of experiments
- demonstrating experiments (with teaching staff)
- responsible to Head of Department for safe storage, handling and disposal of hazardous or toxic substances

12A.6 Grade 4

Characteristics and duties as for Grade 3, but must be directly supervising at least two full-time Employees or at least three Employees if any of the Employees are part-time.

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SCHEDULE 2B – SALARIES (SCHOOL ASSISTANTS WITH SCHOOL HOLIDAYS)

2B.1 Annual Salary

2B.1.1 A Full time School Assistant in receipt of School Holidays will be paid not less than the relevant salary specified for the School Assistant's classification and experience level. These rates will apply from the first pay period after 1st January 2009.

School assistant in receipt of paid school holidays			
	Gross Hourly	Weekly*	Annual
	\$	\$	\$
Grade 1			
In first year of experience	14.28	542.72	28319
In second year of experience	14.59	554.44	28931
In third year of experience	14.90	566.35	29552
In fourth year of experience	15.20	577.58	30138
In fifth year and thereafter	15.52	589.62	30766
Grade 1A			
In first year of experience	15.91	604.65	31551
In second year and thereafter	16.19	615.13	32098
Grade 2			
In first year of experience	16.19	615.13	32098
In second year of experience	16.5	626.85	32709
In third year of experience	16.80	638.57	33321
In fourth year of experience	17.06	648.24	33825
In fifth year of experience	17.37	659.98	34438
In sixth year and thereafter	17.68	671.70	35049
Grade 3			
In first year of experience	17.68	671.70	35049
In second year of experience	18.05	685.77	35783
In third year of experience	18.42	699.94	36523
In fourth year of experience	18.79	714.13	37264
In fifth year of experience	19.16	728.20	37998
In sixth year and thereafter	19.53	742.29	38733
Grade 4			
In first year of experience	18.79	714.13	37264
In second year of experience	19.16	728.2	37998
In third year of experience	19.53	742.29	38733
In fourth year of experience	19.91	756.48	39473
In fifth year of experience	20.28	770.57	40209
In sixth year and thereafter	20.65	784.66	40944

These rates will increase by 3% from 1/1/2010 and 3% from 1/1/2011

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2B.1.2 A School Assistant employed in a position that is not covered by a classification (Schedule 2A) is entitled to be paid not less than a Grade 1 salary.

2B.2 Weekly Salary

The weekly salary is calculated by dividing the annual salary by 52.18

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2B.3 Part Time Salary

A Part Time School Assistant will be paid pro rata of the salary that the School Assistant would be entitled to receive if employed as a Full Time School Assistant. The pro rata weekly salary is calculated using the following formula:

$$\frac{\text{Total hours employed per week}}{38} \times \text{appropriate full-time weekly salary}$$

2B.4 Incremental advancement

2B.4.1 Advancement to the next increment within the appropriate Grade will take place on the anniversary of a School Assistant's first appointment or in the case of non-continuous service, after the completion of the equivalent of a School Year. A School Assistant employed for 50 per cent or less of full-time working hours will be required to complete 24 months' service before advancement.

2B.4.2 Service for the purposes of this clause will include all service in any other school at the grade to which the School Assistant is appointed.

2B.5 Casual Rate of Pay

2B.5.1 A Casual School Assistant will be paid an hourly rate of pay calculated as follows:

$$\frac{\text{Weekly Salary in Schedule 2C for 1st year of adult experience for the appropriate grade}}{38} \times 1.25$$

2B.5.2 The 25 per cent loading incorporated in the rate of pay is in lieu of any entitlement under this Agreement to annual leave or School Holidays, leave loading, personal leave (including paid sick leave and paid carer's leave) and paid compassionate leave.

2B.6 Junior Salary

A junior School Assistant is entitled to be paid not less than the following percentage of the full-time salary for the position and years of experience, classified in accordance with Schedule 2A of this Agreement.

<u>Age</u>	<u>Percentage of full-time rate</u>
	%
Under 17 years	50
At 17 years	60
At 18 years	70
At 19 years	80
At 20 years	90

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2C.7 Reasonable Additional Hours

Where the Employer requires a School Assistant to work hours additional to the averaging arrangement, the Employer will pay the School Assistant for the hours worked at the ordinary time rate of pay.

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SCHEDULE 2C – SALARIES (SCHOOL ASSISTANTS WITH ANNUAL LEAVE)

2C.1 Annual Salary

2C.1.1 A Full time School Assistant in receipt of annual leave will be paid not less than the relevant salary specified for the School Assistant's classification and experience level.

School assistant in receipt of 4 weeks' annual leave			
	Gross Hourly	Weekly*	Annual
	\$	\$	\$
Grade 1			
In first year of experience	15.47	587.96	30680
In second year of experience	15.81	600.66	31342
In third year of experience	16.15	613.57	32016
In fourth year of experience	16.47	625.72	32650
In fifth year and thereafter	16.81	638.76	33331
Grade 1A			
In first year of experience	17.24	655.03	34179
In second year and thereafter	17.54	666.38	34772
Grade 2			
In first year of experience	17.54	666.38	34772
In second year of experience	17.87	679.08	35435
In third year of experience	18.20	691.78	36097
In fourth year of experience	18.48	702.27	36644
In fifth year of experience	18.81	714.97	37307
In sixth year and thereafter	19.15	727.67	37970
Grade 3			
In first year of experience	19.15	727.67	37970
In second year of experience	19.55	742.91	38765
In third year of experience	19.95	758.28	39567
In fourth year of experience	20.36	773.65	40369
In fifth year of experience	20.76	788.89	41164
In sixth year and thereafter	21.16	804.15	41961
Grade 4			
In first year of experience	20.36	773.65	40369
In second year of experience	20.76	788.89	41164
In third year of experience	21.16	804.15	41961
In fourth year of experience	21.51	817.39	42651
In fifth year of experience	21.97	834.78	43559
In sixth year and thereafter	22.37	850.04	44355

These rates will increase by 3% on 1/1/2010 and 3% on 1/1/2011

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2C.1.2 A School Assistant employed in a position that is not covered by a classification (Schedule 2A) is entitled to be paid not less than the relevant Grade 1 salary.

2C.2 Weekly Salary

Refer to Schedule 2B.

2C.3 Part Time Salary

Refer to Schedule 2B.

2C.4 Incremental advancement

Refer to Schedule 2B.

2C.5 Casual Rate of Pay

Refer to Schedule 2B

2C.6 Junior Salary

Refer to Schedule 2B.

2C.7 Reasonable additional hours

Refer to Schedule 2B

