



# DECISION

*Fair Work Act 2009*  
s.185—Enterprise agreement

**Catholic Education Office Northern Territory Diocese Of Darwin T/A  
Catholic Education Northern Territory**  
(AG2022/5509)

## **CATHOLIC SCHOOLS (NORTHERN TERRITORY) COLLECTIVE ENTERPRISE AGREEMENT 2022**

Educational services

DEPUTY PRESIDENT O'NEILL

MELBOURNE, 6 FEBRUARY 2023

*Application for approval of the Catholic Schools (Northern Territory) Collective Enterprise Agreement 2022*

[1] Catholic Education Northern Territory has applied for approval of an enterprise agreement known as the *Catholic Schools (Northern Territory) Collective Enterprise Agreement 2022* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act) and is a single enterprise agreement.

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

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

[4] The Australian Nursing and Midwifery Federation, the Independent Education Union of Australia and the United Workers' Union, being bargaining representatives for the Agreement, have given notice under s.183 of the Act that they want the Agreement to cover them. In accordance with s.201(2) I note that the Agreement covers the organisations.

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

- Clause 5.2.4 – Substitution of Public Holidays; and
- Clause 5.7 – Compassionate Leave.

However, noting clause 1.3 of the Agreement and the undertakings given by the Employer, I am satisfied the more beneficial entitlements of the NES will prevail where there is an inconsistency between the Agreement and the NES.

[6] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 13 February 2023. The nominal expiry date of the Agreement is 31 December 2024.



DEPUTY PRESIDENT

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## Annexure A

### IN THE FAIR WORK COMMISSION

FWC Matter No.: AG2022/5509

Applicant:

(Catholic Education Office Northern Territory Diocese of Darwin T/A Catholic Education Northern Territory (CENT))

Section 185 – Application for approval of a single enterprise agreement

### Undertaking – Section 190

I, Paul Greaves, Director have the authority given to me by Catholic Education Office Northern Territory to give the following undertakings with respect to the CATHOLIC SCHOOLS (NORTHERN TERRITORY) COLLECTIVE ENTERPRISE AGREEMENT 2022 ("the Agreement"):

1. I have the authority given to me by the Catholic Education Northern Territory (CENT) to provide this undertaking in relation to the application before the Fair Work Commission.
2. This undertaking is made in accordance with section 190 of the Fair Work Act 2009 (FW Act).
3. The Catholic Education Northern Territory (CENT) understands this undertaking will be taken to be a term of the Agreement applying while the Agreement is in operation pursuant to section 191 of the FW Act.

#### Deductions or payments in relation to Employees under the age of 18

1. Pursuant to Clause 3.4.2(b) (ii) no deductions will be made from an employee under the age of 18.

#### Compassionate Leave

2. With reference to clause 5.7.2, employees can take compassionate leave if:
  - a) a member of their immediate family or household dies, or contracts or develops a life-threatening illness or injury;
  - b) a baby in their immediate family or household is stillborn;
  - c) they have a miscarriage; or
  - d) their current spouse or de facto partner has a miscarriage.

#### Award Coverage

3. At the time of making this Agreement, no employees covered by this Agreement are covered by the Nurses Award 2020 or the Children Services Award 2010.

#### Rates of pay guarantee

4. If at any time the rates of pay stipulated within this Agreement fall below those stipulated in any relevant Award, the Award rates shall prevail.

#### Span of hours (Boarding Supervision employees)

5. For the purpose of this Agreement Boarding Supervision Employee's are to be considered shift workers. Rates for Boarding Supervision Employees are inclusive of shift penalties.

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

In addition to the above undertakings, Catholic Education NT, give the following undertakings with respect to the CATHOLIC SCHOOLS (NORTHERN TERRITORY) COLLECTIVE ENTERPRISE AGREEMENT 2022 ("the Agreement"):

#### Pay Rate Schedule for Teaching Assistant Employees

6. *Teaching Assistant Employees shall be paid in accordance with the following table:*

CLASSIFICATION		As From 03/03/2022				As From 03/03/2023				As From 03/03/2024			
		P/A	F/N	H	Casual	P/A	F/N	H	Casual	P/A	F/N	H	Casual
Level 1	Step 1	52,911.6542	2,028.1212	32.4499	41.5359	54,657.7388	2,095.0492	33.5205	42.9066	56,401.44	2,164.1658	34.6270	44.3225
	Step 2	54,460.7953	2,087.5003	33.4900	42.7520	56,258.0015	2,155.3878	34.5022	44.1626	58,114.52	2,227.5455	35.6408	45.6202
	Step 3	56,005.7132	2,146.7175	34.3475	43.9545	57,853.9017	2,217.5592	35.4809	45.4156	59,763.08	2,290.7366	36.6518	46.9143
Level 2	Step 1	57,592.7453	2,205.0158	35.2963	45.1752	59,481.9839	2,278.8143	36.4610	46.6701	61,413.90	2,354.0152	37.6642	48.2102
	Step 2	59,171.4303	2,268.0605	36.2890	46.4499	61,124.0875	2,342.9066	37.4865	47.9527	63,141.18	2,420.2224	38.7236	49.5662
	Step 3	60,791.1441	2,330.1447	37.2823	47.7214	62,797.2510	2,407.0394	38.5126	49.2962	64,869.56	2,496.4717	39.7835	50.9229
Level 3	Step 1	62,413.7147	2,392.3283	38.2774	48.9951	64,473.3573	2,471.2855	39.5406	50.8119	66,600.99	2,582.9379	40.8454	52.2821
	Step 2	63,779.9461	2,444.7064	39.1153	50.0676	65,884.0843	2,525.3817	40.4061	51.7198	68,059.88	2,668.7193	41.7395	53.4266
	Step 3	65,190.1825	2,498.7613	39.9802	51.1745	67,341.8508	2,581.2204	41.2995	52.6834	69,568.73	2,765.4007	42.6624	54.6975
Level 4	Step 1	66,525.5131	2,549.9445	40.7991	52.2229	68,720.8550	2,634.0931	42.1455	53.9462	70,993.64	2,721.0182	43.6363	55.7260
	Step 2	67,870.8153	2,601.5031	41.5241	53.2785	70,110.3455	2,687.3527	42.9976	55.0370	72,423.95	2,775.0354	44.4766	56.6532
	Step 3	69,277.5582	2,655.4333	42.4899	54.3833	71,563.7981	2,743.0626	43.8890	56.1779	73,925.36	2,833.5536	45.3773	58.0318

#### Pay Rate Schedule for Inclusion Support Assistant Employees

7.1. *Inclusion Support Employees shall be paid in accordance with the following table (plus casual loading where applicable):*

		As From 03/03/2022			As From 03/03/2023			As From 03/03/2024		
		Annual	F/N	Hourly	Annual	F/N	Hourly	Annual	F/N	Hourly
Level 2	Step 1	\$ 64,071.09	\$ 2,455.87	\$ 33.19	\$ 66,185.43	\$ 2,536.91	\$ 34.28	\$ 68,369.55	\$ 2,620.63	\$ 35.41
	Step 2	\$ 65,833.66	\$ 2,523.43	\$ 34.10	\$ 68,006.17	\$ 2,606.70	\$ 35.23	\$ 70,250.38	\$ 2,692.72	\$ 36.39
	Step 3	\$ 67,620.81	\$ 2,591.93	\$ 35.03	\$ 69,852.30	\$ 2,677.46	\$ 36.18	\$ 72,157.43	\$ 2,765.82	\$ 37.38
	Step 4	\$ 69,383.59	\$ 2,659.50	\$ 35.94	\$ 71,673.25	\$ 2,747.26	\$ 37.13	\$ 74,038.46	\$ 2,837.92	\$ 38.35
Level 3	Step 1	\$ 71,488.64	\$ 2,740.18	\$ 37.03	\$ 73,847.77	\$ 2,830.61	\$ 38.25	\$ 76,284.75	\$ 2,924.02	\$ 39.51
	Step 2	\$ 73,633.67	\$ 2,822.40	\$ 38.14	\$ 76,063.58	\$ 2,915.54	\$ 39.40	\$ 78,573.67	\$ 3,011.75	\$ 40.70
	Step 3	\$ 75,841.23	\$ 2,907.02	\$ 39.28	\$ 78,343.99	\$ 3,002.95	\$ 40.58	\$ 80,929.34	\$ 3,102.05	\$ 41.92
	Step 4	\$ 78,116.53	\$ 2,994.23	\$ 40.46	\$ 80,694.38	\$ 3,093.04	\$ 41.80	\$ 83,357.29	\$ 3,195.11	\$ 43.18

7.2. *Rates stipulated in Undertaking 7.1 represent rates for an employee who works 74 hours per fortnight and 46 weeks per annum. For all Employees within this work group who do not work this work pattern, hourly rates shall be calculated in accordance with this formula:*

$$\text{Hourly Rate} = \{[(\text{Clause 7.1 Hourly Rate} * \text{No. of Hours Worked}) * \text{No. Days Worked p.a.}] \div 26.089\} \div \text{No. Hours Worked Per Fortnight}$$

7.3. *Explanatory Note:*

*For employees within this work group who work 50 hours per fortnight, and 40 out of 46 weeks, the following rates would therefore apply:*



		As From 03/03/2022			As From 03/03/2023			As From 03/03/2024		
		Annual	F/N	Hourly	Annual	F/N	Hourly	Annual	F/N	Hourly
Level 2	Step 1	\$ 32,357.69	\$ 1,240.28	\$ 24.81	\$ 33,425.50	\$ 1,281.21	\$ 25.62	\$ 34,528.54	\$ 1,323.49	\$ 26.47
	Step 2	\$ 33,247.84	\$ 1,274.40	\$ 25.49	\$ 34,345.02	\$ 1,316.46	\$ 26.33	\$ 35,478.41	\$ 1,359.90	\$ 27.20
	Step 3	\$ 34,150.40	\$ 1,309.00	\$ 26.18	\$ 35,277.37	\$ 1,352.19	\$ 27.04	\$ 36,441.52	\$ 1,396.82	\$ 27.94
	Step 4	\$ 35,040.65	\$ 1,343.12	\$ 26.86	\$ 36,197.00	\$ 1,387.44	\$ 27.75	\$ 37,391.50	\$ 1,433.23	\$ 28.66
Level 3	Step 1	\$ 36,103.77	\$ 1,383.87	\$ 27.68	\$ 37,295.19	\$ 1,429.54	\$ 28.59	\$ 38,525.93	\$ 1,476.71	\$ 29.53
	Step 2	\$ 37,187.06	\$ 1,425.39	\$ 28.51	\$ 38,414.24	\$ 1,472.43	\$ 29.45	\$ 39,681.91	\$ 1,521.02	\$ 30.42
	Step 3	\$ 38,301.94	\$ 1,468.13	\$ 29.36	\$ 39,565.91	\$ 1,516.57	\$ 30.33	\$ 40,871.58	\$ 1,566.62	\$ 31.33
	Step 4	\$ 39,451.04	\$ 1,512.17	\$ 30.24	\$ 40,752.92	\$ 1,562.07	\$ 31.24	\$ 42,097.77	\$ 1,613.62	\$ 32.27

Calculation Example - For Level 2, Step 1

$$\begin{aligned}
 \text{True Hourly Rate} &= \{[(33.19 \times 5) \times 195] / 26.089\} / 50 \\
 &= \{[165.95 \times 195] / 26.089\} / 50 \\
 &= \{32,360.25 / 26.089\} / 50 \\
 &= 1,240.38 / 50 \\
 &= \underline{\$24.81}
 \end{aligned}$$

These undertakings are provided on the basis of issues identified by Catholic Education NT, in the application before the Fair Work Commission.

Signed on behalf of Catholic Education NT,

Witnessed by,



Paul Greaves  
DIRECTOR

02 February 2023



Dirk Botha  
DEPUTY DIRECTOR SCHOOL SERVICES

02 February 2023

## CATHOLIC SCHOOLS (NORTHERN TERRITORY) COLLECTIVE ENTERPRISE AGREEMENT 2022

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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 2022.
- 1.1.2 This Agreement commences operation seven (7) days after approval by the Fair Work Commission and remains in force until 31 December 2024.
- 1.1.3 Where this Collective Enterprise Agreement specifies an earlier operative date in relation to a particular provision, then that provision operates from that date for all employees employed as at that earlier date.

So as to avoid doubt, it is recorded that this clause (clause 1.1.3) will be interpreted and applied consistent with the following hypothetical example. Where: a wage increase is due from 3 March 2022; but this Agreement is not approved by the FWC until 1 September 2022; and an employee resigns from their employment with the employer as at 1 July 2022; then that employee will be paid backpay from 3 March 2022 for the increase operative from that date.

### **1.2 Parties to the Agreement**

The parties to this Agreement are:

- 1.2.1 The Catholic Church of the Diocese of Darwin Property Trust Incorporated (through the Director of Catholic Education at the Catholic Education Northern Territory, 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 Workers Union (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 Application of the National Employment Standards**

This Agreement will be read and interpreted in conjunction with the National Employment Standards (NES). Where there is any inconsistency between this Agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.

### **1.4 Relationship to Awards**

- 1.4.1 The conditions of employment of Catholic Education employees under this Agreement will be those prescribed by this agreement and those prescribed by the following awards:
  - (a) Educational Services (Teachers) Award 2020, or its successor;
  - (b) Educational Services (Schools) General Staff Award 2020, or its successor;
  - (c) Nurses Award 2020, or its successor;
  - (d) Children Services Award 2010, or its successor.

- 1.4.2 To the extent of any inconsistency between this Agreement and any of the Awards listed above, this Agreement prevails. In all other circumstances the provisions in those Awards will continue to apply.

## **1.5 Individual Flexibility Arrangement**

- 1.5.1 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 sub-clause (a); and
- (c) the arrangement is genuinely agreed to by the employer and employee.

- 1.5.2 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.

- 1.5.3 The employer must ensure that the individual flexibility arrangement:

- (a) is in writing; and
- (b) includes the name of the employer and employee; and
- (c) is signed by the employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
- (d) includes details of:
  - (i) the terms of 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

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

1.5.5 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.

## 1.6 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.

## 1.7 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, except as provided in clause 4.1.5 of this Agreement.

## 1.8 Definitions

For the purposes of this Agreement, the definitions contained in the Awards listed in clause 1.4 and this Agreement will continue to apply.

- 1.8.1 **'Act'** means the *Fair Work Act 2009*, as amended from time to time.
- 1.8.2 **'Advanced skills teacher Level 1'** means a classroom teacher assessed through a criterion referenced peer appraisal process.
- 1.8.3 **'Advanced skills teacher Level 2'** means a classroom teacher assessed through a criterion referenced peer appraisal process.
- 1.8.4 **'AITSL'** means the Australian Institute for Teaching and School Leadership Limited who promotes teaching excellence that impacts learning in Australian kindergartens and schools.
- 1.8.5 **'Australian Professional Standards for Teachers (APST)'** helps teachers understand and develop their teaching practice and expertise across four career stages: graduate; proficient; highly accomplished and lead.
- 1.8.6 **'Boarding employees or residential employees'** means an employee appointed full-time, part-time, fixed-term or casually in a boarding house.
- 1.8.7 **'Casual employee'** has meaning given by [section 15A](#) of the Act.
- 1.8.8 **'Catholic school'** means any school or institution run under the auspices of the Catholic Diocese of Darwin and excludes schools run by other non-government organisations and the Government of the Northern Territory.
- 1.8.9 **'Employee'** means a person who is employed by the Catholic Education Northern Territory, Darwin.
- 1.8.10 **'Employer'** means any person, corporation or other body named in clause 1.2.1 – Parties to this Agreement.

- 1.8.11 **'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.
- 1.8.12 **'Five-year trained early childhood teacher'** means an early childhood teacher who has completed a degree in 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 Department of Education, Skills and Employment, or its successor, and the relevant licensing and accreditation authority. A five-year trained early childhood teacher will be appointed at Classroom Teacher 2 (CT2) consistent with clause 8.23 of this Agreement.
- 1.8.13 **'Five-year trained teacher'** means a teacher who has completed a degree in 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 Department of Education, Skills and Employment, or its successor, or the relevant State or Territory teacher registration authority. A five-year trained teacher will be appointed at the Classroom Teacher 2 (CT2) classification level.
- 1.8.14 **'Fixed-term employment'** means an employee who is employed for a fixed period on either a full-time or part-time basis.
- 1.8.15 **'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 Department of Education, Skills and Employment, or its successor, or the relevant State or Territory teacher registration authority, or in the case of early childhood teacher the relevant licensing and accreditation authority.
- 1.8.16 **'Full-time employment'** means a full-time employee engaged to work on an average of 38 hours per week.
- 1.8.17 **'FWC'** means the Fair Work Commission, or its successor.
- 1.8.18 **'Graduate'** means a teacher who holds a relevant degree from a recognised university, or who holds a recognised equivalent qualification.
- 1.8.19 **'Immediate family'** is defined in [section 12](#) of the *Fair Work Act 2009* and means:
- (a) a spouse, de-facto partner, child, parent, grandparent, grandchild or sibling of the employee; or
  - (b) a child, parent, grandparent, grandchild or sibling of a spouse or de-facto partner of the employee; and
  - (c) any other culturally significant relationship of the employee.
- 1.8.20 **'NES'** means the National Employment Standards as provided in the Act.
- 1.8.21 **'Part-time employee'** means an employee who is engaged to work less than 38 hours per week.
- 1.8.22 **'Party'** means, for the purposes of this Agreement, an employer, an employee or a union which is covered by this Agreement.

- 1.8.23 **'Permanent employment'** means continuing employment with a start date but no specified end date of engagement.
- 1.8.24 **'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.
- 1.8.25 **'Relief teacher'** means a teacher employed on a day-to-day basis as required by an employer.
- 1.8.26 **'School Officer'** will mean those employees appointed to either classroom support or administrative roles in schools. There will be nine (9) sub-classifications within the school officer classification:
- (a) Administrative and Finance employees;
  - (b) Information Technology employees (IT);
  - (c) Inclusion Support Assistant (ISA);
  - (d) Teacher Assistant;
  - (e) Aboriginal and Islander Education Worker (AIEW);
  - (f) Laboratory technicians;
  - (g) Youth Workers; and
  - (h) Literature Production Centre Workers (LPC).
- 1.8.27 **'School year'** means the period from the first day in a year in which a school is open to receive pupils, to the day prior to the first day that the school is open to receive pupils in the following year, inclusive.
- 1.8.28 **'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.
- 1.8.29 **'Shift'** means the defined hours of duty for Boarding House Employees (including broken periods) allocated to an employee in accordance with the work roster, for any 24 hour period.
- 1.8.30 **'Teacher'** means a teacher employed full-time, part-time, fixed-term, continuing 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.
- 1.8.31 **'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).
- 1.8.32 **'Three-year trained teacher'** means a teacher who must be sufficiently qualified to gain registration as a three-year trained teacher.
- 1.8.33 **'Two-year trained teacher'** means a teacher who must be sufficiently qualified to gain registration as a two-year trained teacher.



- 1.8.34 **'Union'** means the Independent Education Union of Australia (IEUA) (which includes, where appropriate to the context, the Independent Education Union of Australia – Queensland and Northern Territory Branch (IEUA-QNT) 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**

The parties agree to actively support the statements in the Sharers of the Vision (as varied from time to time) and the Catholic Ethos of Catholic Education Northern Territory Catholic Schools.

### **2.3 Letter of Appointment**

- 2.3.1 An employee will be engaged on the basis of either: a continuing full-time; continuing part-time; fixed-term full-time; fixed-term part-time; or casual.
- 2.3.2 The employer must 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 is normally 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 continuing 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 continuing 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 employees 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 Application Process for Vacant Positions
- Employees are able to apply for suitable positions known to be vacant in the following year before applications are called from people outside Catholic Education Northern Territory.
- 2.4.9 Review of Fixed-term Employment Contracts
- The employer is committed to ensure that fixed-term appointments are only used in circumstances where there is a specific identifiable short term need as detailed in clause 2.4.5.

## **2.5 Casual Conversion**

- 2.5.1 Casual conversion will be in accordance with sections 66A to 66M of the *Fair Work Act 2009*. These sections can be access through the following links: ss. [66A](#); [66AA](#); [66B](#); [66C](#); [66D](#); [66E](#); [66F](#); [66G](#); [66H](#); [66J](#); [66K](#); [66L](#); [66M](#).

## 2.6 Flexibility in Program Delivery

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.

## 2.7 Flexible Working Arrangements

2.7.1 This clause supplements the provisions of [section 65](#) of the *Fair Work Act 2009*.

2.7.2 Flexible working arrangements may be accessible in the following circumstances for an employee who:

- (a) cares for elderly parents, cares for grandchildren or cares for a child who is of school age or younger; or
- (b) is a carer within the meaning of the *Carer Recognition Act 2010*; or
- (c) has a disability; or
- (d) is 55 years of age or older; or
- (e) is experiencing violence from a member of their family; or
- (f) provides care or support to a member of their immediate family or household who requires this as a result of domestic or family violence.

2.7.3 A full-time, part-time or fixed-term employee may apply in writing for a flexible working arrangement for a fixed period, after which time the employee would again revert back to their substantive position.

2.7.4 In giving consideration to the employee's application for a flexible working arrangement 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 employees and the impact on other school employees.

2.7.5 Such arrangements must 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.

2.7.6 The National Employment Standards (NES) pursuant to [section 65](#) of the *Fair Work Act 2009*, outlines:

- (a) the rights and obligations of an employee (including long term casuals) to make a request for a change in working arrangements; and
- (b) the employer's obligation to respond to the request (within 21 days).

2.7.7 For the avoidance of doubt, this provision (clause 2.7) does not limit the entitlement of an employee to be able to request part-time work to assist the employee to care for a child if the employee:

- (a) is a parent and has the responsibility for the care of a child; or
- (b) is returning to work after taking leave in relation to parental leave.

## **2.8 Job Share**

### **2.8.1 Definition**

Job sharing is a voluntary arrangement in which a full-time position is divided between two (2) teachers with shared responsibility for the position on a fixed-term basis.

### **2.8.2 Principles Underpinning the Guidelines**

- (a) Job share is entered into voluntarily.
- (b) Job share arrangements must be flexible and accommodate both school and employee needs.

### **2.8.3 Size of School/Ratio**

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

### **2.8.4 Selection Procedures**

- (a) The job share position, (C), (please see model referred to in Schedule 5), must 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 must be appointed in accordance with a fixed-term position. Teacher (A) and (B) are employed on a continuing part-time basis for the duration of the job share arrangement. If teacher (D) is appointed the employee will be employed on a fixed-term basis for the duration of the job share arrangement. At the end of the job share arrangement, teacher (A) and (B) reverts back to their full-time continuing positions and if (D) has been appointed then the employee's contract ceases.
- (b) Where a full-time continuing teacher wishes to job share and the procedure outlined above (2.8.4 (a)) is not a viable option another teacher may be employed on a fixed-term basis for the duration of the job share arrangement, i.e., one (1) teacher is on a fixed-term part-time basis and the other teacher is 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 takes up the full-time continuing position and the position of the part-time, fixed-term employee will cease.

### **2.8.5 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 fulfil 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 (LWOP).

#### 2.8.6 Length of Appointment

- (a) Appointments to job share positions are made for a maximum period of one (1) 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 is carried out in order to ascertain whether the arrangements are satisfactory from the viewpoint of both the employees and the employer.

#### 2.8.7 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?
  - (v) Under what arrangement the teachers will work?
  - (vi) How will this be announced to employees and parents?
- (c) Level three is at the partnership level. Each participant is 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 includes 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 employees meetings and other meetings
  - (x) professional development
  - (xi) regular shared time to discuss student progress
- (d) Employees are provided with a copy of these guidelines prior to any agreement being reached in relation to a job share position. In particular, employees must have their attention drawn to the contents of clause 2.8.5 (b) relating to a failure to fulfil a job share contract.

### 2.8.8 Alteration to Arrangements

Changes to the arrangements as referred to in 2.8.7 (c) must first be discussed and approved by the Principal. Changes may be made by either the Principal or the teachers with two (2) weeks' notice or shorter by mutual consent.

### 2.8.9 Division of Position

- (a) It is recommended that days worked be full days.
- (b) The most suitable arrangement appears to be the five (5) day fortnight whereby each partner would work three (3) days one (1) week and two (2) days the next week - i.e. a 0.5 split. An alternative could be a 0.6/0.4 split where one (1) partner works three (3) days each week and the other partner works two (2) days each week.

### 2.8.10 Rates of Pay

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

### 2.8.11 *Pro-rata* Conditions and Benefits

As stated in clause 2.8.9 (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 Agreement benefits are on a *pro-rata* basis.
- (b) In the event one (1) 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 is paid on a casual basis.
- (d) Long service leave and/or personal/carer's leave may be granted within the period of the job share arrangement. Usual conditions for taking such leave applies, with the 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 applies, with the usual conditions for replacement.
- (f) Where clauses 2.8.11 (d) and 2.8.11 (e) do not apply (i.e. leave which is not due to be completed within the school year) negotiations must establish how the leave entitlements would be accommodated in the following school year.

### 2.8.12 Professional Development, Promotion, Redundancy

- (a) Job share employees are 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 applies.



2.8.13 Calculation of Service

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

2.8.14 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 is in full for time so worked.

**2.9 Work Impact Study**

2.9.1 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.

2.9.2 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.

**2.10 Position Descriptions**

2.10.1 The employer must develop position descriptions for all employees where these do not currently exist.

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

2.10.3 Where a position description provides for "other duties that may be required", such other duties which may be undertaken is 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 employee's position. The employee may only perform the other duty in relation to an identified task or project and for an agreed period.

2.10.4 New employees, or employees appointed to a different classification level, will be given a copy of their position description at the time they are appointed.

**2.11 Encouragement in Employing People with Disability**

2.11.1 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 and Consultation Regarding Major Workplace Change****3.1.1 Consultative Arrangements**

- (a) The parties to this Agreement are committed to co-operation and consultation as part of the climate and culture of Catholic Education. The parties also accept that according to the authority and responsibility structure of the college/school, final decision making remains the prerogative of the principal/employer. The principal/employer however, in coming to decisions, is committed to the process of consultation with employees.
- (b) The school/college has in place structures, and may revise structures, to facilitate consultation and to advise the principal/employer in decision making. These structures may include:
  - (i) regular meetings of staff, middle leadership, and committees;
  - (ii) an Executive Committee of senior employees;
  - (iii) other committees or groups set up from time to time by the principal for a special purpose; and
  - (iv) various committees or officers appointed according to government regulation (e.g. workplace health and safety).
- (c) 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.

**3.1.2 Consultation Regarding Major Workplace Change**

- (a) Where the employer has made an in-principle decision to introduce major changes to production; program; organisation; structure; and/or technology, in relation to its enterprise and the change is likely to have a significant effect on employees, the employer will notify employees who may be affected by the proposed changes and will undertake consultation, as provided in this clause.
- (b) If a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation and advises the employer of the identity of the representative, then the employer must recognise the representative.
- (c) Consultation must commence as early as practicable after an in-principle decision has been made by the employer to make the changes referred to in clause paragraph (c).
- (d) The employer will consult with the employees affected and their representatives, if any, in relation to: the introduction of the changes referred to in paragraph (c); the effects the changes are likely to have on employees; and measures to avert or mitigate the adverse effects of such changes on employees. For the purposes of the consultation, such information will be provided to relevant employees (and their representative(s)) in writing, however, the employer is not required to disclose confidential or commercially sensitive information.
- (e) The employer will give prompt consideration to matters raised by the employees and/or their representatives in relation to the changes as part of making a final decision.
- (f) In clause 3.1.2 (a), "significant effects" include: termination of employment; major changes in the composition, operation or size of the employer's workforce or in the skills required;

the elimination or diminution of job opportunities (including promotion opportunities or job tenure); the alteration of hours of work; the need for retraining or transfer of employees to other work or locations; and the restructuring of jobs.

- (g) If a term in this Agreement makes provision for a major change referred to in 3.1.2, then paragraphs (c) to (e) are taken not to apply.

### 3.1.3 Changes to regular rosters and ordinary hours

- (a) For a change referred to in clause 3.1.2 (b):
  - (i) the employer must notify the relevant employees of the proposed change; and
  - (ii) paragraphs (e) to (f) apply.
- (b) The relevant employees may appoint a representative for the purposes of the procedures in this clause.
- (c) If:
  - (i) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
  - (ii) the employee or employees advise the employer of the identity of the representative;

the employer must recognise the representative.
- (d) As soon as practicable after proposing to introduce the change, the employer must:
  - (i) discuss with the relevant employees the introduction of the change; and
  - (ii) for the purposes of the discussion—provide to the relevant employees:
    - (A) all relevant information about the change, including the nature of the change; and
    - (B) information about what the employer reasonably believes will be the effects of the change on the employees; and
    - (C) information about any other matters that the employer reasonably believes are likely to affect the employees; and
  - (iii) 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).
- (e) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- (f) The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.

### 3.1.4 In clauses 3.1.2 and 3.1.3: *relevant employees* means the employees who may be affected by a change referred to in clauses 3.1.2 and 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 (NES);

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 must be referred to the Secretary of the relevant Union(s) covered by this Agreement, or his/her nominee, and the Director of Catholic Education Northern Territory 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.

*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.*

3.2.7 Agreement for arbitration must not be unreasonably withheld.

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 must prevent the Director of Catholic Education Northern Territory 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 is 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 does not affect the right of the employer to summarily dismiss without notice an employee for serious 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 (5) school term weeks' notice, or the payment of five (5) weeks' salary in lieu of notice.
- (b) In the case of an employee in employment with that employer for a period of one (1) year to, and not exceeding, five (5) years, at least six (6) school term weeks' notice or the payment of six (6) 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 (5) years, at least 10 school term weeks' notice or the payment of 10 weeks' salary in lieu of notice.

#### **3.4.2 Resignation by Employee**

- (a) An employee must give a minimum of five (5) 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:
  - (i) a maximum of two weeks wages for a Teacher; or
  - (ii) a maximum of one week's wages for an employee other than a teacher.

3.4.3 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.

**3.4.4 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 3.4.4 (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 is deemed to be continuing and both the employer and the employee is required to give notice, as required by this clause, to terminate that relationship.

**3.4.5 Payment on Termination of Employment**

The employer must pay an employee no later than seven (7) days after the day on which the employee's employment terminates:

- (a) the employee's wages under this agreement for any complete or incomplete pay period up to the end of the day of termination; and
- (b) all other amounts that are due to the employee under this Agreement and the NES.

**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 must provide written notice to the employee that in one (1) full term the position occupied by the employee is 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 must endeavour to procure alternative employment acceptable to the employee.

**3.5.4 Job Search Entitlement**

Notwithstanding clause 3.5.2 (above) the following applies:

- (a) An employee given notice of termination in circumstances of redundancy must be allowed up to one (1) day 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 (1) 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 to payment for the time absent. For this purpose a statutory declaration is sufficient.

3.5.5 If alternative employment cannot be provided for or gained by the employee at the end of one (1) term specified in clause 3.5.2, the employer may terminate the services of the employee at that time. Such notice of termination must be in writing.

3.5.6 An employee whose employment is terminated by reason of redundancy is entitled to a compensatory payment of 12 weeks' salary plus one (1) week's salary for each year or part thereof of continuous service with the employer up to a maximum of 12 weeks:

- (a) such termination payment, added to holiday leave, annual leave loading, long service leave payment and all other entitlements, is paid in a lump sum on the last day of employment;
- (b) the employee is provided with a statement detailing how the monetary entitlement was determined.

3.5.7 A employee to whom notice of termination due to redundancy is given may, by giving at least one (1) weeks' notice in writing to the employer, terminate the employment during the one (1) period provided in clause 3.5.2, provided that the employee is entitled to the same benefits and payments under this clause, including the compensatory termination payment, had the employee remained until expiry of such notice. In such circumstances the employee is entitled to payment of wages beyond the resignation date.

3.5.8 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.

3.5.9 Where pursuant to the provisions of clause 3.5.2, an employee is given notice of partial redundancy, the employee may within one (1) month of receipt of such notice, elect to declare the position wholly redundant in which case all provisions of this clause are applicable.

3.5.10 Where partial redundancy is acceptable by the employee a *pro-rata* compensatory payment made in accordance with clause 3.5.6, is provided to the employee at the date the redundancy takes effect.

3.5.11 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 is treated as service for the purposes of computing any service related entitlements of the employee arising pursuant to this Agreement and is deemed to be service with the employer with the purposes of clause 5.1 (Long Service Leave).

### **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 (a) Union officials will, consistent with the provisions of the *Fair Work Act 2009*, advise the Principal of their intention to exercise their entitlement to enter workplaces for the purpose of consulting with their members and prospective members.

- (b) Notwithstanding clause 3.6.2 (a), where a union official does not comply with Part 3-4 of the Act, the employer is not obligated to allow that union official to enter the premises.

- 3.6.3 To remove any doubt, nothing in this clause (clause 3.6) prevents the employer from allowing a person who happens to be a union official to enter its premises at any time for any purpose as an invitee.
- 3.6.4 The parties agree that the provision of training for Union representatives has potential benefits in the workplace. There will be two (2) days approved (paid) leave per annum available only to member(s) nominated by the relevant union(s) in each school.
- 3.6.5 Unions will apply to the Director of Catholic Education Northern Territory for release time on behalf of union representatives wishing to access scheduled training. Under normal circumstances such applications will be approved having due regard to the organisation and needs of the school at that time. Applications should normally allow for notice of at least one (1) school term of the proposed training dates.
- 3.6.6 All new employees covered by this Agreement will, as part of their induction, be given an application form to join a relevant union and any appropriate literature provided by such a union.
- 3.6.7 The Catholic Education Northern Territory will advise the relevant union of the location and time of the teacher orientation session for new employees conducted by the Catholic Education Northern Territory at the commencement of each school year.

### **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.
- 3.7.2 Subject to agreement with the respective union, the employer must make available to all employees, facilities for the payment of their union fees, by payroll deduction or other schemes as agreed. The operation of any such facility is dependent upon the appropriate authorisation being signed by the employee.
- 3.7.3 A school's induction program includes the provision of information relevant to union coverage, membership and benefits.
- 3.7.4 The employer agrees to provide reasonable opportunity, for workplace union representatives to consult with employees on workplace matters and collective bargaining issues. Such consultation must not withdraw the union representative or an employee from any scheduled school activity which fulfils part of their workplace duties.
- 3.7.5 The employer acknowledges that each term a meeting to allow union members to assemble and discuss relevant professional and/or industrial matters will occur. The timing of such a meeting will be agreed in consultation with the relevant union representative at the workplace and the Principal. This meeting will not withdraw employees from any scheduled school activity which fulfils part of their workplace duties.

### **3.8 Renegotiation of Collective Enterprise Agreement**

The parties to this Agreement agree to commence negotiations for its replacement and renewal no later than 1 July 2024.

**PART 4 – GENERAL CONDITIONS OF EMPLOYMENT****4.1 Wage Increase**

- 4.1.1 Classifications, salaries and allowances for employees, other than nurses and middle leaders, during the term of this Agreement are subject to the content of this clause (clause 4.1.1). The wage increases will be paid on the dates specified in Schedule 1 - Salaries and Wages.
- (a) Subject to clause 4.1.5, all employees will, on and from 3 March 2022, receive a wage increase of 3.5%; and
  - (b) Subject to clause 4.1.5, all employees will, on and from 3 March 2023, receive a wage increase of 3.3%.
  - (c) Subject to clause 4.1.5, all employees will, on and from 3 March 2024, receive a wage increase of 3.3%.
- 4.1.2 Classifications, salaries and allowances for Middle Leaders during the term of this Agreement are subject to the content of this clause (clause 4.1.2). Positions of Middle Leadership will be paid as follows:
- (a) Position of Middle Leadership will be paid as per agreed schedule from 3 March 2022.
  - (b) Position of Middle Leadership will be paid as per agreed schedule from 3 March 2023.
  - (c) Position of Middle Leadership will be paid as per agreed schedule from 3 March 2024.
- 4.1.3 Classifications, salaries and allowances for Nurses during the term of this Agreement are subject to the content of this clause (clause 4.1.3). The wage increases will be paid on the dates specified in Schedule 1 – Salaries and Wages.
- (a) Subject to clause 4.1.5, all nurses will, on and from 9 August 2021, receive a wage increase of 2.5% or the wage increase as provided by the Northern Territory Public Sector (NTPS) Nurses Enterprise Agreement, whichever is the greater;
  - (b) Subject to clause 4.1.5, all nurses will, on and from 9 August 2022, receive a wage increase of 3.5% or the wage increase as provided by the Northern Territory Public Sector (NTPS) Nurses Enterprise Agreement, whichever is the greater; and
  - (c) Subject to clause 4.1.5, all nurses will, on and from 9 August 2023, receive a wage increase of 3.3% or the wage increase as provided by the Northern Territory Public Sector (NTPS) Nurses Enterprise Agreement, whichever is the greater; and
  - (d) Subject to clause 4.1.5, all employees will, on and from 9 August 2024, receive a wage increase of 3.3% or the wage increase as provided by the Northern Territory Public Sector (NTPS) Nurses Enterprise Agreement, whichever is the greater.
- 4.1.4 All allowances, except those identified in clause 4.1.2, applying to employees will be increased by the same quantum, and from the same date identified in clause 4.1.1. Allowances provided in this Agreement are prescribed in Schedule 2 – Allowances.

- 4.1.5 If, during the life of this Agreement, an Enterprise Agreement is made for teachers employed by the NT Government, and that agreement provides benefits/wage increases which are different from and in excess of those identified in the NTPS Bargaining Policy (as it existed as at 27 May 2022), then the parties will meet to discuss whether further wage increases only are appropriate to employees covered by this Agreement.

## **4.2 Hourly Rates**

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

Annual rate ÷ 26.089 ÷ (ordinary hours worked per fortnight) = per hour rate.

## **4.3 Payment of Salaries**

- 4.3.1 The minimum annual rate of salary payable to full-time employees in Northern Territory Catholic Schools should be as set out for employees in Schedule 1 - Salaries and Wages.
- 4.3.2 All payment of salary and/or allowances under this Agreement is payable fortnightly during school terms and stand-down.
- 4.3.3 Payment of annual leave will be fortnightly or as agreed with employees at the school level.
- 4.3.4 Notwithstanding clause 4.3.2, an employer may offer and employees may elect to receive their 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 1.
- (a) The employer may determine the range and limit of benefits available to the employee as per the guidelines of the Catholic Education Northern Territory, Darwin, which may be reviewed by the Director of the Catholic Education Northern Territory from time to time, and the employee may determine the mix and level of benefits as provided for in clause 4.3.
- (b) Any payment calculated by reference to the employee's salary and payable either:
- (i) during employment; or
  - (ii) on termination of employment; or
  - (iii) on death; and

is at the rate prescribed by Schedule 1 – Salaries and Wages.

## **4.4 Overtime and Time off in Lieu**

### **4.4.1 Overtime**

- (a) Full-time and Part-Time employees

Where an employee other than a teacher is required by the employer to work outside or in excess of the ordinary hours of work, as prescribed in clauses 7.1, 8.5 and 9.5, overtime is paid for at the rate of time and one-half for the first three (3) hours and double time thereafter. Where an employee is required by the employer to work overtime on a Saturday or Sunday, the employee is entitled to overtime at the rate of double time. A minimum engagement period will apply to employer directed overtime on a Saturday.

## (b) Casual employees

- (i) Where an employee other than a teacher is required by the employer to work outside or in excess of the ordinary hours of work, as prescribed in clauses 7.1, 8.5, 9.5 and 9.7, overtime is paid for at the rate of 175% for the first three (3) hours and 225% thereafter. Where an employee is required by the employer to work overtime on a Sunday, the employee is entitled to overtime at the rate of 225%.
- (ii) Public holidays will be paid at the overtime rate of 275%.
- (iii) The percentages provided in paragraphs (i) and (ii) incorporates the casual loading.

## (c) Overtime will be calculated daily.

## 4.4.2 Time off in Lieu

An employee and the employer may agree in writing to the employee taking time off instead of being paid for a particular amount of overtime that has been worked by the employee. Such time off will be equivalent to the quantum of overtime worked.

**4.5 Breaks between Shifts**

4.5.1 An employee will be entitled to a minimum break of 10 consecutive hours between the end of one (1) shift and the beginning of the next. This applies in relation to both ordinary hours and where overtime is worked.

4.5.2 Where an employer requires an employee to continue or resume work without having a 10 hour break between shifts, the employee is entitled to be absent from duty without loss of pay until a 10 hour break has been taken, or be paid at 200% of the ordinary rate of pay until released from duty.

4.5.3 Notwithstanding clauses 4.5.1 and 4.5.2, the employer and a boarding employee (who is covered by Part 9 of this Agreement) may agree that the *"10 hour break between shifts"* may be reduced to eight (8) hours.

4.5.4 The entitlements in clauses 4.5.1 and 4.5.2 do not apply to:

- (a) a boarding house employee's to which Part 9 applies, where the periods of duty are contiguous with a sleepover;
- (b) an employee who is provided with accommodation on the employer's premises (or in very close proximity to the employer's premises) at no cost to the employee (that is, where the employee neither makes a financial contribution nor works additional hours for that accommodation) and which is available for their exclusive use 52 weeks per year;
- (c) an employee who is attending a school camp or excursion; or
- (d) an employee working a broken shift.

**4.6 Higher Duties**

4.6.1 School officers who are required to perform duties at a higher classification level for a period in excess of seven (7) consecutive days is paid at the wage rate of the higher classification.

- 4.6.2 Physical and/or Canteen employees who are required to perform duties at a higher classification level for a period in excess of one day or more is paid at the wage rate of the higher classification.
- 4.6.3 The higher duties rate is paid from the point at which the employee begins undertaking higher duties until such time as the duties are no longer undertaken.

#### **4.7 Superannuation**

- 4.7.1 (a) Superannuation legislation, including the *Superannuation Guarantee (Administration) Act 1992*, the *Superannuation Guarantee Charge Act 1992*, the *Superannuation Industry (Supervision) Act 1993* and the *Superannuation (Resolution of Complaints) Act 1993*, deals with the superannuation rights and obligations of employers and employees. However, for employees covered by this Agreement, the minimum earning requirement of \$450 month will not apply.
- (b) Individual employees will have the opportunity to choose their own superannuation fund. If an employee does not choose a superannuation fund, the superannuation fund nominated in clause 4.7.6 of this Agreement will be used.
- 4.7.2 The rights and obligations in these clauses supplement those in superannuation legislation.
- 4.7.3 The employer will make such superannuation contributions to a superannuation fund for the benefit of an employee as will avoid the employer being required to pay the superannuation guarantee charge under superannuation legislation with respect to that employee. As at the date of making this Agreement, this contribution is equal to 10.5% of an employee's ordinary time earnings.
- 4.7.4 Any additional superannuation contributions from employees are a matter of employee choice within the options available. The payment to be made by the employer will be subsumed into any payment mandated by Superannuation Guarantee Charge legislation, if any such payment is mandated.
- 4.7.5 Employees receive a minimum level of superannuation consistent with the legislative arrangements which apply, subject to adjustment due to an employee's leave without pay (LWOP) and unauthorised absences from work.
- 4.7.6 Subject to clause 4.7.1 (b) above, superannuation contributions will be paid into Catholic Superannuation Fund, or its successor.
- 4.7.7 Salary Sacrifice into Superannuation
- (a) An employee's voluntary superannuation co-payment may be before tax in accordance with the salary packaging provisions.
- (b) Where an employee salary sacrifices all or part of their income to an approved and designated superannuation fund the employer will transfer such salary sacrificed contributions to the designated superannuation fund of each employee within 21 days of the end of each month.
- (c) Employees are permitted to elect to salary sacrifice into an approved superannuation fund, subject to compliance with superannuation legislation. Where the employer and individual employee agree an additional contribution may be made into a complying superannuation fund within the range of funds offered by the employer. This agreement is subject to the following provisos:



- (i) the fund(s) comply with the provisions of the *Superannuation Industry (Supervision) Act 1993*;
  - (ii) the implementation of any such arrangements is at the discretion of the employer;
  - (iii) the contribution is expressed as either a dollar amount or as a percentage;
  - (iv) such arrangements is available to all employees with the exception of casual employees and those employed on fixed-term contracts for less than a school year. Notwithstanding the foregoing, an employer, at their discretion, may make these arrangements available to casual employees and employees on fixed-term contracts;
  - (v) the funds accept electronic funds transfer;
  - (vi) any arrangements as set out in this clause must be at the employee's request;
  - (vii) the terms of the arrangement are committed to writing and signed by the employer and the employee;
  - (viii) a copy of the signed arrangement must be held by the employer and a copy provided to the employee;
  - (ix) this arrangement may be altered only once per annum.
- (d) The calculation of all superannuation contributions will be based on the employee's ordinary time earnings.
- (e) Notwithstanding the foregoing, the costs of administration of salary packaging for the purpose of superannuation is met by the employer.

#### 4.7.8 Payment of Superannuation whilst on Parental Leave

##### (a) Maternity Leave

The parties recognise that women accrue insufficient superannuation upon retirement due to time taken for family responsibilities. In recognition of this, superannuation contributions is paid on behalf of an employee for each approved application of parental leave for the first six (6) months of the employee's unpaid parental leave at the minimum SGC rate.

- (b) Paternity leave as provided by clause 5.4.5 (c) will attract the payment of superannuation.

## 4.8 Professional Development

- 4.8.1 Professional development is a shared responsibility of both employee and employer. Additionally, the value of all employees undertaking relevant professional development related to their work role and duties is affirmed.
- 4.8.2 In negotiating the content, format, timing and financial arrangements for professional development, the goals of the individual, the school (renewal planning) and the system will be taken into account.
- 4.8.3 Employer directed professional development programmes (including on-line or e-learning sessions) must be included in the quantum of maximum hours of duty contained in clauses 6.13, 7.3, 8.5, 9.5 and 13.1.1(a) of this Agreement. This clause (clause 4.8.3) does not apply to self-directed professional development.

- 4.8.4 Where there is a requirement for employees to undertake on-line or e-learning professional development, the Principal will notify the subject employee(s) of the time constraints for the completion of such professional development. The identified completion date will allow a reasonable period for of time the employee to undertake the required professional development. The professional development will be completed within the reasonable period of time provided by the Principal.
- 4.8.5 Where an employee is directed by the employer to attend professional development activities, the cost will be met by the employer. This clause (clause 4.8.5) does not apply to self-directed professional development.
- 4.8.6 Principals will encourage employees to undertake appropriate professional development, and will provide support to enable this. The employer gives consideration to the timing and scheduling of professional development activities.
- 4.8.7 The Principal provides support to any employee who attends industry placement for industry currency.
- 4.8.8 It is agreed that there is, from time to time, a need for whole-school professional development activities:
- (a) In any one (1) year all employees will be involved in 18 hours of professional development in out-of-school hours.
  - (b) The first two (2) days of Term 1 and first day of Term 3, in any year or any equivalent time are student free for whole of employees 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 employees.
- 4.8.9 Part-time or casual employees called upon to participate in these whole school professional development activities receives payment for the hours worked beyond their normal working hours.
- 4.8.10 Employees other than Teachers
- (a) The employer recognises the specific training requirements of employees other than teachers within schools in their contribution to the support of students, teaching employees and school programs.
  - (b) The employer will give consideration to the provision of professional development and training to employees other than teachers, in ordinary working hours, on an annual basis.
  - (c) The professional development, identified in this clause (clause 4.8.10), must form part of the employee's professional development and training plan. Such professional development must be in addition to employer directed compliance and regulatory training.
  - (d) The quantum of professional development provided must be such as to meet the knowledge and skills required by the employee's designated position, employer initiatives and (as appropriate) future roles and duties.

- (e) In practice and in order to deliver an effective approach to professional development for employees other than teachers and to meet the needs of the school, consultation will occur between the employee and employer in order to identify appropriate professional development and training to be undertaken.
- (f) Where professional development is directed outside ordinary working hours (including reasonable travel time subject to 4.8.10 (g) below), employees other than teachers, will be granted time-in-lieu for the equivalent hours taken at a mutually convenient time or may receive payment at the ordinary hours rate.
- (g) For the purposes of calculating the time-in-lieu, or the payment, prescribed by clause 4.8.10 (f) (above), an employee may be required to travel for up to one (1) hour each way in their own time. Hence, up to one (1) hour of travel time (each way) may not be subject to the granting of time-in-lieu or payment.
- (h) This clause is applicable to school officers – AIEW
  - (i) On application to the employer, full-time school officers may access approved professional development/training (including school based) of up to five (5) days in a two (2) year period. The allocation will apply on a pro-rata basis for part-time employees.
  - (ii) The cost of the training is to be met by the employer.
  - (iii) If professional development/training is required by the employer on a non-scheduled workday then the employee will be paid at their normal hourly rate of pay or provided with time off in lieu in accordance with paragraphs (g) and (h) above.

#### **4.9 Study Incentive Program**

- 4.9.1 The Study Incentive Program as operated by the employer is available to all eligible employees.
- 4.9.2 The application documents will outline the process for application, consideration and the outcome of the application.
- 4.9.3. For the purposes of this clause (clause 4.9), '**eligible employee**' means an employee who has completed 12 months of service with the employer.

#### **4.10 Deferred Salary Scheme**

- 4.10.1 The parties agree that employees who have completed two (2) 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 (4) years of the nominated period, and take the fifth year as special leave, using the accumulated reserves of deferred salary.
- 4.10.2 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 (4) years. Deferred salary benefits cannot be accrued beyond the five (5) 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 must 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 10 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.

#### **4.11 Uniform Allowance**

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

#### **4.12 Curricular and Co-curricular Camps**

- 4.12.1 The employer recognises that there may be disruption to family commitments caused to employees who attend curricular and co-curricular camps or activities.
- 4.12.2 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) is entitled to reimbursement of reasonable costs.
- 4.12.3 A request for payment must be made to the Principal at least 14 days prior to the commencement of the camp or activity and the Principal provides advice to the employee before the camp or activity is conducted.

#### **4.13 Probation**

- 4.13.1 When an employee accepts an appointment with the employer the appointment is probationary. The probationary period will not, unless extended as per clause 4.13.3, 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 probationary employee.
- 4.13.2 At any time during the probationary period the employer will issue a probationary report to the employee.
- 4.13.3 If the employee's probationary report is adverse, the employer may either terminate the employee's employment or extend the period of probation. The extension of the probationary period may be for a further period of up to six (6) months, at the discretion of the employer with the approval of the Director and/or their delegate.

- 4.13.4 Where the employer extends the probationary period, as provided in clause 4.13.3, the employer will make a decision to confirm or terminate the employee's employment as soon as is reasonably practicable within the extended period.
- 4.13.5 Where an employee's employment is terminated during, or at the end of, the probationary period (including any extended period), the employee will be given notice of termination consistent with clause 3.4.1 (a) of this Agreement.

#### **4.14 Medical Assessment**

- 4.14.1 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.
- 4.14.2 The employee must select a medical practitioner from a list provided by the employer. The list must include both male and female medical practitioners.
- 4.14.3 The employer pays for the cost of obtaining the medical certificate including travel and accommodation where applicable.

#### **4.15 Incapacity**

##### **4.15.1 Purpose**

The purpose of this clause (clause 4.15) is to provide a process 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 organisation if appropriate.

##### **4.15.2 Principles**

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

##### **(a) Sensitivity**

The employer will ensure that the employee is treated sensitively and with respect throughout this 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. The parties will share all relevant and appropriate information in a respectful timely and appropriate manner 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 4.15). The parties may seek advice/assistance from their representative at any time during this process.

(e) Co-operation

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

4.15.3 Application

This clause (clause 4.15) 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.

4.15.4 Applicable Legislation

- (a) The *Disability Discrimination Act (1992)* which prohibits discrimination in relation to disability which includes a total or partial loss of the person's bodily or mental functions.
- (b) The *Work Health and Safety (National Uniform Legislation) Act 2011* which provides protection to workers and other persons against harm to their health, safety and welfare through the elimination or minimisation of risks arising from work or from specified types of substances or plant.

4.15.5 Informal Meeting

- (a) Where the employer forms the beliefs identified in clause 4.15.3, 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 10 working 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.

#### 4.15.6 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 and/or report 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 4.15.5 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 4.15.2.

#### 4.15.7 Further Medical Information may be sought

If, after following the steps in clause 4.15.6, the employer continues to hold reasonable concerns, the employer may reasonably require that the employee:

- (a) provide further evidence of mental or physical illness or disability; and/or
- (b) attend an independent medical examiner (IME), who is mutually agreed between the employer and employee, at the employer's cost, to provide a medical report on the on the employee's capacity to fulfil the inherent requirements of the role;
- (c) where the process moves to the steps in this clause (clause 4.15.6) 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.

#### 4.15.8 Where a Medical Examination is required

- (a) Where the employer requires an employee to undergo a medical examination in accordance with clause 4.15.6 (b) the following will apply:
  - (i) the employee will be given at least 10 working days' notice of the date on which the medical examination will occur;
  - (ii) where it is necessary to extend the quantum of notice, the employee will be provided with such longer period of notice as is reasonable.
- (b) Where the employer requires an employee to undergo a medical examination, the employer will supply the employee with:
  - (i) a clear statement of the purpose of obtaining the medical report, and of possible outcomes affecting the employee's employment position (as listed in clause 4.15.12), and rights;

- (ii) information detailing the process to be undertaken following the receipt of the medical report by the employer. This is listed in clauses 4.15.11, 4.15.12 and 4.15.13;
  - (iii) the steps the employer will take to ensure confidentiality/privacy of the information contained in the medical report;
  - (iv) all correspondence and the full brief of information provided to the appointed doctor; and
- (c) Such information and/or advice will be provided to the employee at the same time as paragraph (a), above.

#### 4.15.9 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.

#### 4.15.10 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; and
- (c) an estimate of how long the illness or disability or its effects are likely to last.

#### 4.15.11 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.

#### 4.15.12 The employer will give consideration to the medical report identified in clauses 4.15.10 and 4.15.11. 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.

#### 4.15.13 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, if available;
- (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.

- 4.15.14 An employee may wish to include a support person or representative of their choice during any part or component of this process
- 4.15.15 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 4.15).
- 4.15.16 This clause (clause 4.15) does not apply where an employee has made a workers compensation claim, is contesting a rejected workers compensation claim, or has an accepted workers compensation claim and whose duties and capacity are regulated by the applicable workers compensation legislation.

#### **4.16 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.

#### **4.17 Travel Arrangements and Time in Lieu**

- 4.17.1 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.
- 4.17.2 Employees who, as a necessary part of their role, attend functions outside of normal working hours must have such time recognised as work time where their attendance is authorised by the employer. Such time may be either paid or taken as time in lieu.
- 4.17.3 In the circumstances described in 4.17.1 and 4.17.2 an employee is required to keep a record of time worked as may be required by the employer. 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.
- 4.17.4 Except for very limited exceptional circumstances, all travel and accommodation must be authorised by, and booked through the central booking system of, Catholic Education Northern Territory.
- 4.17.5 Employees will be reimbursed for the costs of accommodation, meals and incidental expenses related to travel, provided that such travel has been appropriately authorised by Catholic Education Northern Territory. . The employee is required to provide receipts for expenses for which reimbursement is claimed.

- 4.17.6 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.

## 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 (LSL) should be taken as soon as possible after it accrues.

#### 5.1.2 Entitlement to Long Service Leave

- (a) Employees are entitled to 1.3 weeks long service leave for each year of continuous service.
- (b) The term “*continuous service*” will be as provided in the *Long Service Leave Act (NT)* at section 12.
- (c) For the purposes of portability of long service leave, where:
  - (i) an employee has completed a period (or periods) of continuous service with another catholic school employing authority; and
  - (ii) the other catholic school employing authority (or authorities) recognises and has agreed to participate in a portability of long service leave scheme; and
  - (iii) the other employing authority (or authorities) has agreed to transfer the relevant sums; and
  - (iv) the periods of service would be deemed continuous service by either section 12 of the *Long Service Leave Act (NT)* and/or section 22 in the *Fair Work Act 2009*; then

the subject employee will be entitled to long service leave calculated by taking into account all of the periods of service referred to in sub-clauses (i) to (iii) above and their service with the employer.

- (d) For the purposes of portability of long service leave, where
  - (i) an employee has completed a period (or periods) of continuous service with another catholic school employing authority; and
  - (ii) the other catholic school employing authority (or authorities) does not participate in a portability of long service leave scheme; then

the subject employee will be entitled to access long service leave by counting the service with the employer and the employing authority(s) identified in sub-clauses (d) (i) and (ii) above; however, the service with the employing authority(s) identified in sub-clause (d) (i) and (ii) above will not be included in calculating the quantum of long service leave accrued to be paid.

#### 5.1.3 Accessing Long Service Leave

- (a) An employee’s entitlement to long service leave may be accessed after eight (8) years, provided that such leave is taken as one (1) full school term, and that no further long service leave will be granted until another full five (5) years’ entitlement has accrued.

- (b) 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:
- (i) one (1) school term;
  - (ii) one (1) school term with cash payment to acquit any unused leave entitlement up to a maximum of three (3) weeks; or
  - (iii) one (1) school semester (two (2) full terms). This may be taken as:
    - (A) a period of LSL where the employee has sufficient entitlement;
    - (B) a period of paid LSL and a period of unpaid leave;
    - (C) the employee accessing a period of LSL at half pay (as provided by clause 5.1.3);
    - (D) any combination of A, B and/or C above.
- (c) An application for long service leave is to be in writing and is to be made no less than one (1) semester in advance, unless otherwise mutually agreed between the employer and employee.

#### 5.1.4 Minimum Period

- (a) Subject to clause 5.1.4 (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 is at the Principal's discretion and with the approval of the long service leave fund.

#### 5.1.5 Payment for long service leave after termination of employment

- (a) Where an employee either:
  - (i) resigns; or
  - (ii) dies; or
  - (iii) has their employment terminated for a reason other than serious misconduct,

and that employee has completed not less than seven (7) years of service, the employee (or their estate as the case may be) will receive payment for any long service leave accrued by the employee.
- (b) So as to remove doubt it is recorded that where an employee resigns during a school year, the calculation of their entitlement will only take account of that part of the year which has been worked.

#### 5.1.6 Interaction with annual leave and stand-down

Any period of long service leave taken by an employee is exclusive of any periods of annual leave or stand-down.

#### 5.1.7 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.

#### 5.1.8 Payment

- (a) The rate of pay for long service leave will be the rate prescribed by the *Long Service Leave Act (NT)*.
- (b) 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 commence the leave in one (1) lump sum; or
  - (ii) each fortnight as per normal pay periods.
- (c) Where an employee accesses a period of long service leave at half pay, the payment options in clause 5.1.7 (a) and (b) will continue to apply. However, where option (b) (ii) is used the pay each fortnight will be half of the pay which would otherwise be paid to the employee.

#### 5.1.9 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 recredited and personal/carer's leave used (if available) for the period of the illness.
- (b) A request under this clause (clause 5.1.7) 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

- 5.2.1 An employee who would ordinarily be required to work on a day on which a public holiday falls is entitled to full pay for the time the employee would ordinarily have been required to perform work on that day.
- 5.2.2 The employer may make a reasonable request for that employee to work on a public holiday. The employee may refuse to work on a public holiday if: the request is not reasonable; or the refusal is reasonable. The determination of whether a request, or refusal of a request is reasonable will be made according to section 114(4) of the Act.
- 5.2.3 Where the employer makes a request for an employee to work on a public holiday, the employee will be paid for such work at the rate of double time and a-half with a minimum payment of four (4) hours for all work required by the employer to be done by an employee on:
  - (a) New Year's Day, Good Friday, Easter Saturday, Easter Monday, Christmas Day and Boxing Day; and
  - (b) the following days as prescribed in the Territory: Australia Day, Anzac Day, Queen's Birthday and May Day;
  - (c) Show Day and Picnic Day as prescribed in the Territory or locality;

- (d) when Christmas Day is a Saturday or a Sunday, a holiday in lieu thereof is observed which is generally observed in a locality as a substitute for any of the said days respectively;
- (e) when Boxing Day is a Saturday or a Sunday, a holiday in lieu thereof is observed which is generally observed in a locality as a substitute for the said day;
- (f) when New Year's Day or Australia Day is a Saturday or a Sunday, a holiday in lieu thereof is observed which is generally observed in a locality as a substitute day for any of the said days respectively; and
- (g) where in the Territory or locality, public holidays are declared or prescribed on days other than those set out in clause 5.2.1 (a) to (f), those days constitute additional holidays for the purpose of this Agreement; or
- (h) any other day, or part-day, declared or prescribed by the *Public Holidays Act 1981 (NT)*, to be observed generally within the Northern Territory, or a region of Northern Territory, as a public holiday, other than a day or part-day, or a kind of day or part-day, that is excluded by the regulations from counting as a public holiday;
- (i) for the avoidance of doubt it is recorded that the payment for a casual employee required to work on a public holiday will be calculated on the employee's ordinary rate of pay, plus the Public Holiday penalty of 250%, plus the applicable casual loading. This will result in a rate of either 275% or 278% depending on the casual loading prescribed by the Agreement for the category of employee performing such work.

#### 5.2.4 Substitution of Public Holidays

- (a) By agreement between the employer and the majority of employees, an alternative day may be taken as a public holiday instead of any of the days specified by the NES. The agreement will be recorded in writing and made available to every affected employee.
- (b) Where substitution is agreed, the substituted day will be the public holiday for all purposes of this Agreement.

5.2.5 The provisions of this clause (clause 5.2) will take precedence over any other provisions in this Agreement.

### 5.3 Annual Leave

5.3.1 Every employee (other than a casual employee) covered by this Agreement, at the end of each school year, is entitled to an annual holiday on full pay of six (6) weeks, or a proportionate part thereof for service less than a school year. An annual leave loading is included in the last payment made prior to the Christmas vacation.

5.3.2 The annual leave loading is 17.5% of four (4) 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 (6) weeks.

- 5.3.4 Unless otherwise directed by the employer, members based in schools are 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 is to the limit of available accruals, 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 (5) days or more are not normally counted as service for the purpose of accrual of annual leave. Where leave is granted, the employer determines whether the period counts 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**

- 5.4.1 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.
- 5.4.2 Subject to the terms of this clause (clause 5.4) 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.
- 5.4.3 Definitions

(a) 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 12 months, and that the employee has, but for the pregnancy or the decision to adopt, a reasonable expectation of ongoing employment.

- (i) 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 of absence).
- (ii) An employer must not fail to re-engage a casual employee because:
- (A) the employee or employee's spouse is pregnant; or
- (B) the employee is or has been immediately absent on parental leave.
- (iii) 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

(b) Child

- (i) For the purpose of this clause child means a child of the employee under the age of one (1) year except for adoption of a child where 'child' means a person under the age of 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 (6) months or more.
- (ii) Subject to paragraph (i) in this clause, spouse includes a de-facto or former spouse.

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

#### 5.4.4 Basic Entitlement

- (a) After 12 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 clause 5.4.4, 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 eight (8) weeks at the time of the birth of the child; and
  - (ii) for adoption leave, an unbroken period of up to eight (8) weeks—at the time of placement of the child.
- (c) Payment of superannuation whilst on parental leave will be as per clause 4.7.8 of this Agreement.

#### 5.4.5 Maternity Leave

- (a) Any employee (other than a casual employee) who has, or will have, completed at least 12 months continuous service with the employer immediately before the date of birth (or expected date of birth) will be entitled to payment of 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 14 weeks at the ordinary rate of pay, or 28 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 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 14 weeks, and count as 14 weeks service for annual leave and personal/carer's leave entitlements, plus 'LWOP' if any such leave is taken.
  - (iv) Employees will be paid for the 14 weeks paid maternity leave at the rate that would have received had they continued working for a further 14 weeks.
  - (v) The 14 week period of the paid maternity leave will be inclusive of any public holidays which fall within that period.
  - (vi) The 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 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 is 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 must 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;
  - (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 will 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; and
  - (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.

#### 5.4.6 Special Maternity Leave

- (a) Where the pregnancy of an employee not on maternity leave ends more than 20 weeks before the expected birth of a living child, then the employee may take paid personal/carer's leave and/or unpaid special maternity leave of such periods as a registered medical practitioner certifies as necessary.
- (b) Where the pregnancy of an employee not on maternity leave and ends after 20 weeks and before the expected birth of a living child, then the employee may take paid leave up to 14 weeks, provided that the employee has at least 12 months continuous service with the employer.
- (c) Where an employee is suffering from an illness not related to the direct consequences of the confinement, an employee may take any paid personal/carer's leave to which she is entitled in lieu of, or in addition to, special maternity leave.
- (d) Where an employee not then on maternity leave suffers illness related to her pregnancy, she may take any paid personal/carer's 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 personal/carer's leave, special maternity leave and parental leave, including parental leave taken by a spouse, may not exceed 52 weeks.

#### 5.4.7 Paternity Leave

- (a) An employee will provide to the employer at least 10 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 care-giver 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 clause 5.4.7 (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 is entitled to take one (1) week paid paternity leave in addition to any unpaid parental leave taken as provided at clause 5.4.4 (a). The taking of such leave must be consistent with the NES.

#### 5.4.8 Adoption Leave

- (a) The employee will notify the employer at least 10 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 (4) 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 (2) 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 14 weeks of paid leave for an adoption in addition to any unpaid parental leave taken as provided at clause 5.4.4 (a). The taking of such leave must be consistent with the NES.

#### 5.4.9 Variation of Period of Parental Leave

Where an employee takes leave under clause 5.4.4, unless agreed otherwise between the employer and employee, an employee may apply to their employer to change the period of parental leave on one (1) occasion. Any such change must be notified at least four (4) weeks prior to the commencement of the changed arrangements. Nothing in this clause detracts from any entitlements outlined in 5.4.4.

#### 5.4.10 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.

#### 5.4.11 Transfer to a Safe Job

- (a) This sub-clause 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.

#### 5.4.12 Long Service Leave in Conjunction with Maternity Leave

Where an employee 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 employee's maternity leave. The employee must give not less than 10 weeks' notice in writing prior to the commencement of maternity leave of her intention to claim paid long service leave.

### 5.5 Personal/Carer's Leave

*This clause supplements the personal/carers leave provisions of the Fair Work Act 2009.*

5.5.1 For the purposes of clause 5.5 (Personal/Carer's Leave), the term "*personal*" refers to an employee's sick leave entitlement.

5.5.2 An employee is entitled to 10 days of their personal/carers leave entitlement to be used as personal leave/carers leave in the first year of service and ten days in the second and subsequent years of service. For the avoidance of doubt, an employee's entitlement to paid personal/carers leave accrues progressively during a year of service (other than periods of casual employment) according to the employee's ordinary hours of work and accumulates from year to year.

5.5.3 After the first year an employee is entitled to use the accumulated personal leave/carers leave component for the purposes of personal leave and/or carers leave where the current year's personal leave/carers leave entitlement has been exhausted.

5.5.4 Application requirements

#### (a) Personal Leave

An application for personal leave must be in writing, and if personal leave is applied for with pay, the application, where the absence exceeds two (2) 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, is accompanied by a medical certificate or other satisfactory evidence if requested. In the event the days taken as personal/carers leave are connected to a public holiday the employer will require a medical certificate.

#### (b) Carer's Leave

An application for Carer's leave must be in writing. Where the absence exceeds two (2) 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.

5.5.5 The term "*Immediate Family*" will be as defined in clause 1.8.19.

5.5.6 Unpaid Personal /Carer's Leave

An employee may take unpaid personal leave/carers leave by agreement with the employer. Where the absence exceeds two (2) 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, must be accompanied by a medical certificate or other satisfactory evidence if requested. In the event the days taken as unpaid personal leave/carers leave are connected to a public holiday the employer will require a medical certificate.

- 5.5.7 Should an employee be absent from work on account of sickness, accident or carer's leave, it is necessary for such an employee to notify the employer or authorised agent prior to the ordinary commencing time of work wherever practicable.

## **5.6 Additional Personal Leave**

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

### **5.6.1 Amount of Paid Additional Personal Leave**

- (a) An employee will be entitled to 10 days paid additional personal leave per annum. This additional personal leave is non-cumulative, and may be accessed in accordance with this clause (clause 5.6).
- (b) 10 days of additional personal leave will be available to the employee from the first day of each year of service.

### **5.6.2 Paid additional personal leave will be available to an employee when they are absent due to:**

- (a) Emergency Leave taken on compassionate grounds because of the death of a member of a person's immediate family or in cases of domestic emergency or natural disaster; or
- (b) Family Leave; or
- (c) Domestic Violence Leave; or
- (d) Ceremonial and Special Leave; or
- (e) Pandemic Leave.

The term "*Immediate Family*" will be as defined in clause 1.8.19.

### **5.6.3 Emergency Leave**

- (a) Emergency leave of up to five (5) days may be granted from additional personal leave (clause 5.6.2) at the discretion of the employer, in cases of:
  - (i) domestic emergency because of the remoteness of the Northern Territory;
  - (ii) compassionate leave (clause 5.7);
  - (iii) natural disaster; or
  - (iv) any other matter which would be considered an emergency/disaster.
- (b) In the case of clause 5.6.3 (iv), the employee will, in the first instance, discuss the matter with the Principal.
- (c) Emergency leave as provided in this clause (clause 5.6.3) is non-cumulative.
- (d) All employees (except casual employees) may access up to two (2) days paid emergency leave for each permissible occasion to a total of five (5) days per year.
- (e) If needed, other forms of accrued leave may be taken in conjunction with emergency leave. In the case of long service leave the provisions of clause 5.1 (Long Service Leave) will apply.

#### 5.6.4 Family Leave

- (a) An employee is entitled to up to three (3) days paid leave per annum from their additional personal leave to attend functions or events involving members of the employee's immediate family (as defined), where such function or event are located outside the Northern Territory.
- (b) Evidence of the significant nature of the family function or event must be provided to the employer.

#### 5.6.5 Domestic Violence Leave

- (a) The employer is bound by the mandatory reporting requirements of adult domestic violence under [section 124A](#) of the *Domestic and Family Violence Act 2007 (NT)*, or its successor.
- (b) Entitlement

An employee, who is experiencing domestic violence, will have access to a maximum of 10 days per year non-cumulative of paid special Domestic Violence Leave, granted from additional personal 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/carer's 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 above mentioned 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.
- (f) Domestic Supporting another person experiencing domestic violence
  - (i) 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.
  - (ii) This sub-clause applies only where an employee supports a person who is a member of their immediate family.

## 5.6.6 Ceremonial and Special Leave

- (a) An employee who provides evidence that they are legitimately required by Indigenous tradition to be absent from work for ceremonial purposes is entitled to two (2) days paid leave to be taken from their additional personal leave entitlement.
- (b) An employee who provides evidence that they are legitimately required by Indigenous tradition to be absent from work for ceremonial purposes is entitled to up to six (6) weeks unpaid leave in any one (1) year for this purpose, provided that leave is granted only with the authority of the employer.
- (c) An employee who has a representative role in the Indigenous Community is 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.
- (d) Where an employee exhausts their ceremonial and special leave entitlements under this clause 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.

## 5.6.7 Pandemic Leave

- (a) Subject to paragraph (b), an employee, in addition to the entitlements provided in clause 5.6.1, is entitled to five (5) days of additional personal leave (non-cumulative), where a health pandemic/epidemic is declared by the Chief Medical Officer.
- (b) An employee must exhaust their personal/carer's leave due to the matters identified in paragraph (e) before accessing pandemic leave. If the employee is subsequently sick in the same year, the employer will recredit the employee's personal/carers leave entitlement up to the maximum number of pandemic leave days taken.
- (c) A health pandemic/epidemic means a critical health issue, as identified by a declaration of a public health emergency made by the Chief Medical Officer under Section 48 of the *Public Health and Environmental Act 2011* with respect to an actual or potential health pandemic/epidemic.
- (d) Pandemic/epidemic leave is available to full-time, part time and casual employees.
- (e) An employee may apply for additional personal leave if any of the following occur:
  - (i) The employee has been diagnosed with an infection during a health pandemic/epidemic.
  - (ii) The employee is unable to undertake work duties because the School/College has been shut down because of a health pandemic.
  - (iii) The employee is subject to self-isolation or quarantine measures in accordance with a Commonwealth or State/Territory Government policy.
  - (iv) The employee is caring for another person in their immediate family who:
    - (A) has been diagnosed with an infection during a health pandemic/epidemic; or
    - (B) is subject to self-isolation or quarantine measures in accordance with a Commonwealth or State/Territory Government policy.
  - (v) The employee has a child that attends a school or childcare centre that is closed due to a health pandemic/epidemic.

- (f) The employer will give due consideration to any request for leave. Such leave may be granted on terms determined by the employer.
- (g) Notwithstanding paragraph (e) above, the employer may direct an employee to work from home for the period of the public health declaration. Where such an arrangement has been made to work from home, employees will be provided planning and preparation time for remote learning. Such time will not exceed an employee's ordinary hours of work.
- (h) In the case of a casual employee, the employee is paid pandemic leave at the daily rate of pay equal to the average of the daily rates of pay paid to the employee over the previous 12 month period (or such lesser period for which the employee has been employed) for the time that they are rostered. Such payment will not exceed five (5) days.

## **5.7 Compassionate Leave**

- 5.7.1 The provisions of this clause supplement the provisions of the NES.
- 5.7.2 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.
- 5.7.3 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.
- 5.7.4 Compassionate leave as provided in this clause (clause 5.7) is non-cumulative.
- 5.7.5 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.
- 5.7.6 An employee may be required to provide his or her employer with satisfactory evidence of such death, life threatening illness or injury.
- 5.7.7 An employee may make application for additional leave under clause 5.6.3 (Emergency Leave) where additional leave is appropriate having regard to the remoteness of the Northern Territory.

## **5.8 Education Leave**

- 5.8.1 An employee, who for the purpose of furthering his or her training and after the first 12 months of employment, is entitled to apply for up to six (6) hours per week education leave inclusive of online learning of three (3) hours on full pay for employer approved courses as detailed in 5.8.2 and 5.8.3.
- 5.8.2 Education leave may be taken to attend lectures or sit for an examination at any educational institution.

- 5.8.3 Employer approved education leave is available to employees for up to three (3) hours per week to undertake online learning on full pay. Such online learning may be undertaken to attend lectures or sit for an online examination where these are only scheduled during usual school hours. Approval of the leave will be at the discretion of the employer.
- 5.8.4 **'Online learning'** means education that takes place over the internet and is often referred to as e-learning.
- 5.8.5 A part-time employee will be entitled to *pro-rata* hours (as identified in this clause 5.8) according to a full-time equivalent.
- 5.8.6 School Officer – AIEW - Assistance with Costs of Work-Related Education
- (a) 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.
  - (b) School Officer – AIEWs who undertake the Aboriginal Education Workers Accredited Course (or other approved tertiary course) will be provided with negotiated education 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.
- 5.8.7 An employee is entitled to leave without pay not exceeding 12 months for study purposes with the approval of the employer without loss of any accrued benefits.

## **5.9 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.

## **5.10 Community Services Leave**

- 5.10.1 Employees are entitled to Community Services Leave in accordance with the NES, as varied or replaced from time to time.
- 5.10.2 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 firefighting 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 must be done in consultation with the Principal; or
  - (c) any other activity deemed by the employer as being a Community Service activity.
- 5.10.3 Paid leave is not available for training purposes; however, unpaid leave may be granted at the employer's discretion.



- 5.10.4 Employees are paid by the employer for the initial 10 days of Community Service Leave accessed at their ordinary rate of pay. Where an employee receives a payment for that service the payment received will be remitted to the employer.
- 5.10.5 Where the employee's Community Service Leave extends beyond 10 days such leave will be taken as unpaid leave. Any payment received for Community Service during unpaid leave may be retained by the employee.
- 5.10.6 Approved unpaid Community Service Leave will not break continuity of service provisions.
- 5.10.7 In addition to clause 5.10.1 to clause 5.10.6, employees are entitled to Reservist Leave in accordance with the relevant provisions of the *Defence Reserve (Protection) Act 2001*, as varied.
- 5.10.8 If an employee will be absent from work for reasons detailed at clause 5.10.2 or clause 5.10.7, the employee is required to notify the employer as soon as reasonably practicable.
- 5.10.9 Employees absent from work under this clause must provide reasonable evidence to the employer that the activity is an eligible community service activity detailed at clause 5.10.2 or clause 5.10.7.

## **5.11 Leave without Pay**

- 5.11.1 Leave without pay (LWOP) not exceeding a total of five (5) working days annually is granted at the discretion of the Principal.
- 5.11.2 For periods of six (6) months to 12 months LWOP must be applied for and granted at the discretion of the Principal after discussion with the Director of Catholic Education Northern Territory, Darwin.
- 5.11.3 LWOP exceeding five (5) working days annually will not be counted towards accrued service.
- 5.11.4 The maximum LWOP granted by a Principal will be 12 months. Longer periods of LWOP can only be granted on application to the Director of Catholic Education Northern Territory, Darwin.

## **PART 6 – CONDITIONS SPECIFIC TO TEACHING EMPLOYEES**

### **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 Agreement 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; and
  - (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 (5) 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 (5) weeks.

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

- (a) In this clause preschool means:

- (i) Before School/After School/Out of School Hours Care;
- (ii) Vacation Care;
- (iii) Preschool/Early Learning Centres; and
- (iv) Long Day Care;

run in conjunction with and on the premises of Diocese of Darwin Catholic Schools.

- (b) a casual teacher may be engaged for a period of not more than four (4) consecutive weeks, or four (4) consecutive term weeks in the case of a teacher in a school or preschool;
- (c) casual engagement may be extended by agreement between the teacher and the employer provided the total period of the engagement does not exceed one (1) school term in the case of teachers in a school or preschool or a total of 10 weeks in any other case; and
- (d) the rates of pay for a casual school teacher will be calculated as follows:

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

Tier	Level of Experience	A =
1	Less than three (3) years experience	$\frac{\text{CT 1 annual salary} \times 12}{313}$
2	Three (3) to six (6) years experience	$\frac{\text{CT 2 annual salary} \times 12}{313}$
3	More than six (6) years experience	$\frac{\text{CT 3 annual salary} \times 12}{313}$

- (e) the minimum engagement for a casual will be half a day (3 hours).
- (f) The following arrangements will apply to the payment of casual teachers engaged in a preschool at the applicable casual rate:

Required hours of work	Number of hours pay
Up to two hours of work	Two hours
More than two and up to four hours of work	Four Hours
More than four hours and up to a full day.	Full day

- (g) The casual teacher rates as per paragraphs (d) and (f) provided in table 2 in Schedule 1 of this Agreement.

## **6.2 Appointment**

- 6.2.1 No teacher is required to teach in any discipline for which the employee is not trained, without the employees consent.
- 6.2.2 No teacher must be discriminated against or penalised in any way by reason of any refusal or failure to consent to teach a subject for which the employee is not trained.

## **6.3 Induction Procedures**

- 6.3.1 There will be an induction period of three (3) school terms for any teaching employees newly appointed to a Catholic school in the Northern Territory and includes as a minimum:

- (a) provision of a position description;
- (b) identification of lines of support;
- (c) provision of materials relevant to the ethos and mission of the system/school;
- (d) provision of documents relevant to the system/school policy and procedures;
- (e) provision of clear guidance in terms of curriculum expectation and implementation;
- (f) provision of documentation and training consistent with workplace health and safety requirements specific to the duties undertaken by the employee;
- (g) provision of information relevant to union coverage and benefits; and
- (h) provision of information relevant to superannuation entitlements and options.

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

- 6.3.3 Support for Graduate Teachers

### *Graduate Induction/Graduate Teacher Development Program*

- (a) Employers recognise the challenges for newly employed graduate teachers as they begin their teaching career. They are committed to the appropriate induction and support for new graduate teachers to assist them with the continuing development of their knowledge, skills and attitudes.
- (b) The graduate teacher mentor programme is for a minimum period of the graduate's first 12 months of teaching.  
  
The graduate teacher may request and/or the Principal may determine to extend access to quality mentoring provided through this programme beyond their first year of teaching, in consideration of the graduate teacher's particular professional needs or the level of proficiency attained.
- (c) The support offered to new graduates will normally be discussed and outlined as part of the initial school-level induction and orientation program.

- (d) Part-time graduate teachers have access to the program and may complete it over a longer timeframe.
- (e) The Australian Professional Standards for Teachers and Teacher Registration Board requirements serves as a guide for the graduate professional learning.

#### 6.3.4 Graduate Teacher Support

The following support must be provided to graduates in the first year of employment:

- (a) an initial induction and orientation of new school workplace, in accordance with sub-clauses 6.3.1 and 6.3.2 above;
- (b) a formal induction program, including appropriate professional development support should any weaknesses become apparent or are otherwise identified by the new graduate; and
- (c) one (1) hour per week of the graduate teacher's release time will be allocated to undertake activities such as:
  - (i) observation of exemplary teaching practice;
  - (ii) joint and structured planning;
  - (iii) mentoring meetings (with the mentor and/or members of the senior leadership team); and/or
  - (iv) professional development.
- (d) The employer will ensure that a mentor for a graduate teacher will be provided with of release time to provide effective mentoring to the graduate teacher. This time will be scheduled, where possible, for the same period as the graduate teacher's release time, consistent with sub-clause 6.3.4 (c) above.
- (e) The release time (as per clauses 6.3.4 (c) and (d)) may be accumulated to permit larger blocks of time to be available for specific projects by agreement with the Principal. The accumulation of release time may occur over no more than a term to accommodate different contexts and needs.
- (f) The employer/Principal may also provide:
  - (i) assistance by members of the school leadership:
    - (A) working with graduate in class;
    - (B) support and advice with access to teaching resources, program and lesson preparation;
  - (ii) assistance by other experienced teachers; and
  - (iii) a collegial work group for planning and discussion of suitable pedagogies.
- (g) Provisionally registered teachers must have access to a clear process to assist them in meeting the requirements for full registration. Access to this process should be open to all new graduate teachers, whether employed on a full-time, part-time, fixed-term or casual basis.

**6.3.5 Notification of Employment Details**

All employees are provided with written advice of their employment details as per clause 2.3 of this Agreement.

**6.4 Teacher Accreditation**

6.4.1 The parties agree that all teachers employed as of August 1997, whether teachers of religious education or not will gain:

- (a) Accreditation A: to work in a Catholic School in the Diocese of Darwin;
- (b) Accreditation B: to teach in a Catholic School in the Diocese of Darwin;
- (c) Accreditation C: to teach Religious Education in a Catholic School in the Diocese of Darwin, to be obtained within three (3) years of appointment; and
- (d) Accreditation D (all leaders): to lead in a Catholic School in the Diocese of Darwin, to be obtained within four (4) 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), counts as service on the basis of one (1) service increment for each three (3) years of full-time employment in that other service, up to a maximum of four (4) 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 is 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 LWOP was taken and the period when this LWOP occurred. If no periods of LWOP were taken, the statement must show that 'no LWOP 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 (3) year trained teachers may access teaching levels up to CT7 on the same basis as four (4) year trained teachers.

6.6.2 Three (3) year trained teachers may then access CT8 provided that:

- (a) they have completed two (2) 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 Northern Territory or a commitment to complete such a program within two (2) years.
  - (b) documented participation over the previous three (3) years in at least 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 20 hours of the total of 40 hours of courses must be undertaken in the teacher's own time.

## **6.7 Progression**

- 6.7.1 A teacher progresses 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 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 three (3) year to four (4) year, four (4) year to five (5) year) a teacher will move to the appropriate point on the classification scale commensurate with their qualifications and the intent of clauses 6.7.1 and 6.7.2 at the commencement of the next pay period.

## **6.8 Classroom Teacher 5 to Classroom Teacher 6 Progression**

- 6.8.1 The school leadership team in consultation with the teacher must discuss and assess the teacher's professionalism against the Australian Professional Standards for Teachers at the proficient level. The following applies 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 (1) or more of these areas.

- 6.8.2 Professional development conducted as part of the assessment must be organised in line with clause 4.6 of this Agreement.

### **6.8.3 Progression Process**

- (a) 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 occurs at the end of the CT4 year or at the beginning of the CT5 year.

**(b) STEP 2**

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

- (i) the goals set from the initial meeting with the Principal;
- (ii) evidence for reflection and review coming from a range of sources;
- (ii) the teacher's contribution to the school community for example, parent teacher interviews, co-curricular activities, camps etc.

**(c) 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.

**(d) 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.

**(e) STEP 5**

The Principal or Nominee endorses the progression to CT6.

**(f) STEP 6**

- (i) Where an employee is not granted progression to CT6 classification they must be provided, in writing, reasons for the non-progression and an agreed time line must be provided for meeting the expectations of progression to CT6.
- (ii) The Principal may authorise as part of this process a mentor and directed professional development for the teacher in one (1) or more of these areas.

**(g) STEP 7**

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

## **6.9 Positions of Middle Leadership**

- 6.9.1 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.
- 6.9.2 The Principal must determine the appropriate Positions of Middle Leadership structure and release time for their school following a consultation with the School Leadership Group.
- 6.9.3 The number of Positions of Middle Leadership in a school will be determined by the Principal after consultation with their leadership group.



#### 6.9.4 Schools Middle Leadership 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.

#### 6.9.5 Position of Responsibility Structure

Schedule 3 (Positions of Middle Leadership in Catholic Schools) details criteria to guide the appropriate tier designation of each middle leadership position. There are four (4) tiers of Middle Leadership 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 must be taken into account:

- (i) all academic subject areas within a school are led, managed and supervised by either a Curriculum Leader or a member of the Senior Leadership Team;
- (ii) there are 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 Middle Leader position:
  - (A) the number of teachers and other employees 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.
- (iii) the leader of a subject area or group of subject areas receives an allowance in addition to the salary payable under Schedule 1 of this Agreement and a release time according to the prescribed criteria, as set out in clause 6.9.11.

##### (b) Pastoral Leaders

In determining the appropriate tier classification for Pastoral Leaders, the following is taken into account:

- (i) the pastoral care structure of the school e.g. vertical or Year level;

- (ii) the number of students and teachers involved in the pastoral care structure;
  - (iii) the number of Year levels involved if structure is based on Year levels;
  - (iv) particular pastoral care needs peculiar to the school;
  - (v) responsibility for outside school activities each of which is of more than four (4) days' duration e.g. camps; and
  - (vi) 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 is 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; and
    - (D) other relevant factors.
  - (ii) The occupants of these positions are responsible for activities which may include, but are not limited to, vocational education and training, sports co-ordination, 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 6.9.6 (b). Such variation would be by consultation with the incumbent.

#### 6.9.6 Appointment to a Position of Middle Leadership in Schools

- (a) On appointing a teacher to a Position of Middle Leadership the employer provides the teacher with a written statement of duties.
- (b) Each person who accepts a Middle Leadership Position are appointed for an initial period of three (3) years. One (1) 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 three (3) years.
- (c) The review/appraisal process is 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 must be appointed in accordance with clause 6.9.6 of this Schedule.
- (e) For an identified specific project, the Principal may employ a person to a Position of Middle Leadership for a fixed period of up to 12 months.

#### 6.9.7 Appointment to an Acting Position of Middle Leadership

- (a) This provision applies to the appointment of a person to act in the position of responsibility in primary and/or secondary schools or a Middle or Senior Leadership position.
- (b) Appointment to an acting position is for a defined period and must be confirmed in writing.
- (c) An acting position may be determined in those situations where the incumbent is on leave or an interim vacancy exists.

- (d) The number and/or existence of such positions are determined by the employer.
- (e) The appointment to an acting position is for a fixed-term of seven or more days. This paragraph (6.9.7 (e)) does not preclude appointment to an acting position for less than five days for emergent reasons.
- (f) An appointment of seven (7) days may include student free days.
- (g) The seven or more days of continuous service in the acting position will be exclusive of the vacation periods. Where the appointment is made across a vacation period the appointee will be paid at the acting rate for the vacation period. Where the appointment is contiguous to student free days the student free days must be paid at the acting rate.
- (h) The allowance paid is in accordance with the schedule outlined in Schedule 2 – Allowances of this Agreement for that position provided that the acting appointee's experience in the position shall be recognised.
- (i) Where appropriate the employer/principal may call for expressions of interest from current employees regarding the acting position.
- (j) All paid leave taken during an acting appointment must be paid at the appropriate acting rate.

#### 6.9.8 Termination of an Appointment to a Position of Middle Leadership in schools

- (a) Both the employee and employer 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 Middle Leader a minimum of one (1) months' notice is required by either party.
- (c) A person whose position is terminated in accordance with the terms of this clause (6.9.8) and must continue to be employed as a teacher under the terms and conditions of this Agreement.
- (d) Clause 6.9.8 of this Agreement must not apply to any employee dismissed for incompetence, serious misconduct or neglect of duty who may be summarily dismissed without notice.

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

6.9.10 A teacher must not simultaneously be appointed to more than one (1) Position of Middle Leadership.

#### 6.9.11 Release Time

- (a) Teachers in schools will be appointed to Positions of Middle Leadership at Tiers 1, 2, 3 and 4, the table below lists the weekly time release.

<b>Tier</b>	<b>Time Release (Hours/Week)</b>
1	3

<b>Tier</b>	<b>Time Release (Hours/Week)</b>
2	5
3	7
4	9

- (b) A teacher prescribed by this clause (clause 6.9.11) will receive 100% of the: allowance for the relevant Tier of the Position of Middle Leadership as prescribed in Schedule 2 – Allowances; and weekly time release that applies to the relevant Positions of Middle Leadership Tier, as prescribed in paragraph (a) above.
- (c) Use of Release Time
- (i) The primary and main function of such release time is to undertake tasks to effectively carry out the role as a Middle Leader.
  - (ii) It is recommended that release time for those in positions of middle and senior leadership be provided in minimum thirty (30) minute blocks of useable time.
- (d) Except in exceptional circumstances, release time should be provided in usable blocks of at least thirty (30) minutes.
- (e) Interaction between Teacher Release Time and Middle Leadership Time Release
- (i) Middle leader time release will be deducted from a teacher's scheduled face-to-face teaching, as prescribed in clause 6.13 (Scheduled Face-to-face Teaching).
  - (ii) The Middle Leader teacher release time will be calculated based on the quantum of scheduled face to face teaching, as determined by paragraph (i) above.
  - (ii) The following formula will apply to the calculation of a Middle Leader's scheduled face to face teaching and release time:

Where:

A = is a Teachers Scheduled Face-to-Face Teaching  
 B = is the Middle Leader's weekly time release  
 C = is the Middle Leader Scheduled Face-to-Face Teaching  
 D = is the Teacher Release Time  
 E = is the Middle Leader Teacher Release Time

Step 1:

$$C = A - B$$

Step 2:

$$E = \frac{C \times D}{A}$$

For example, a full time secondary teacher is appointed to a Position of Middle Leadership Tier 2 and is in receipt of five (5) hours of time release per week (B). A teacher is required to undertake 21 hours of scheduled face-to-face teaching (A); however, due to the application of paragraph (i), a Middle Leader Tier 2 would have 16 hours of scheduled face-to-face teaching (C).

A further calculation will then be applied in relation to the teaching release time based on the 16 hours of scheduled face-to-face teaching. Therefore, paragraph (ii) is applied as follows: 16 hours of scheduled face-to-face teaching (C) multiplied by five (5) hours of release time (D) divided by 21 hours of scheduled face-to-face teaching (A) which equals 3.81 hours of release time (E) provided to a teacher classified as a Middle Leader Tier 2.

#### 6.9.12 Remuneration for Special Project

- (a) A person who is employed as a Middle Leader for a special project as per clause 6.9.6 (e) receives an additional payment of 2.1% of Middle Leader Tier 1 for each week the project is undertaken to a maximum of 52 weeks.
- (b) The formula to be used for calculation of Middle Leader – Special Projects allowance is:  
  

$$\text{Middle Leader Tier 1} \quad \times \quad 2.1\%.$$
- (c) The Middle Leader – Special Project Allowance is prescribed in Schedule 2 of this Agreement.

### 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 (4) years may re-apply for Advanced Skills 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 Middle Leadership Position, but will only receive the higher designated allowance (as per Schedule 2 – Allowances).

## 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 (3) panel members
Week 10 Term 1	Peer Assessment Panel finalised and Catholic Education Northern Territory notified
Week 3 Term 2	In-service conducted by Moderator for Panel Members and Applicants (Darwin) at Catholic Education Northern Territory
Week 6 Term 2	In-service conducted by Moderator for Panel Members and Applicants (Alice Springs) OLSH College

## (b) The Peer Assessment/Appeals occurs in 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 Northern Territory
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 Northern Territory
Week 1 Term 3	AST 2 meeting at Catholic Education Northern Territory 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 Northern Territory
Week 6 Term 4	Closing date for appeals to be lodged at Catholic Education Northern Territory

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 Northern Territory by Principal
Week 8 Term 2	AST 1 Renewal process meeting at Catholic Education Northern Territory 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 Northern Territory

6.10.3 The periods listed in clause 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 employees who have applied for AST recognition.

## 6.11 Highly Accomplished Teacher

### 6.11.1 Definition

Highly Accomplished Teacher is a Teacher who holds certification as a Highly Accomplished Teacher (HAT).

### 6.11.2 Eligibility

A person may apply to a certifying authority for certification at the Highly Accomplished Teacher career stage if the person:

- (a) is an Australian citizen or have permanent residency;
- (b) has full registration with Teacher Registration Board of the Northern Territory;
- (c) provides either: the two (2) most recent performance appraisals (which must report satisfactory outcomes); or where performance appraisals do not exist a recommendation from the Principal.

## 6.11.3 Certification and Renewal of Certification

- (a) Certification and renewal will be consistent with the Australian Professional Standards for Teachers (APST) and the Australian Institute of Teaching and Learning (AITSL) guidelines, and will be in accordance with the requirements and operational procedures of the certifying authority.
- (b) Appeals related to certification and renewal will be in accordance with the requirements and operational procedures of the certifying authority.

## 6.11.4 HAT Allowance payment from the Employer

A person certified as HAT by a certifying authority will receive the relevant allowance if the person is classified as a Classroom Teacher (CT) 4 or higher.

## 6.11.5 Remuneration Level

- (a) The HAT allowance identified in Schedule 2 – Allowances will be paid from the first full pay period on or after the date of certification.
- (b) The allowance will be paid on a fortnightly basis and count as salary for all purposes.

## 6.11.6 Roles and Duties

- (a) A HAT may be requested to perform duties consistent with the AITSL APST at the Highly Accomplished career stage. Any additional duties must be considered when calculating a teacher's normal hours of duty.
- (b) Any additional duties, where agreed to and undertaken, will not be those duties generally associated with Middle Leadership/Positions of Responsibility.

## 6.11.7 Currency

- (a) Teachers are responsible for providing original or certified copies of their documentation to their employer for verification and action.
- (b) If a teacher does provide, within six (6) months, the documentation required by clause 6.11.7 (a) then payment of the allowance will be from the date of such provision.
- (c) Teachers must maintain the currency of their certification as HAT for their HAT allowance payment to be continued. Where HAT certification renewal is not confirmed, or if the certification is otherwise revoked by a certifying authority, such a teacher will no longer receive the HAT allowance.

## 6.11.8 Advanced Skills Teacher Status

- (a) Teachers who hold Advanced Skills Teacher status are eligible to apply for HAT in accordance with the requirements of clause 6.11.2 and 6.11.3.
- (b) Where a teacher holds the HAT certification and Advanced Skills Teacher status, the allowance paid will be the greater of the two (2) applicable allowances.



**6.11.9 Positions of Leadership**

- (a) Teachers who hold positions of middle or senior leadership are eligible to apply for HAT in accordance with the requirements of clause 6.11.2 and 6.11.3.
- (b) Where a teacher holds the HAT certification and a position of middle or senior leadership, the allowance paid will be the greater of the two (2) applicable allowances.

**6.11.10 Portability**

- (a) Teachers who have been certified as Highly Accomplished by a certifying authority whose processes comply with those of the AITSL will be recognised as HAT by the employer.
- (b) Teachers new to the employer who: are certified as HAT in accordance with clause 6.11.3, meet the requirements of clause 6.11.4; and provide evidence consistent with clause 6.11.7 (a) and (b), will receive the HAT allowance for the duration of their remaining HAT certification period.

**6.11.10 Quota**

No quotas are applicable to this classification.

**6.12 Lead Teacher****6.12.1 Definition**

Lead Teacher is a Teacher who holds certification as a Lead Teacher (LT).

**6.12.2 Eligibility**

A person may apply to a certifying authority for certification at the Lead career stage if the person is:

- (a) be an Australian citizen or have permanent residency;
- (b) have full registration with Teacher Registration Board of the Northern Territory; and
- (c) provide either: the two (2) most recent performance appraisals (which must report satisfactory outcomes); or where performance appraisals do not exist a recommendation from the Principal.

**6.12.3 Certification and Renewal of Certification**

- (a) Certification and renewal will be consistent with the Australian Professional Standards for Teachers (APST) and AITSL guidelines, and will be in accordance with the requirements and operational procedures of the certifying authority.
- (b) Appeals related to certification and renewal will be in accordance with the requirements and operational procedures of the certifying authority.

**6.12.4 LT Allowance payment from the Employer**

A person certified as LT by a certifying authority will receive the relevant allowance if the person is classified as a Classroom Teacher (CT) 4 or higher.

## 6.12.5 Remuneration Level

- (a) The LT allowance identified in Schedule 2 – Allowances will be paid from the first full pay period on or after the date of certification.
- (b) The allowance will be paid on a fortnightly basis and count as salary for all purposes.

## 6.12.6 Roles and Duties

- (a) A LT may be requested to perform duties consistent with the AITSL APST at the Highly Accomplished career stage. Any additional duties must be considered when calculating a teacher's normal hours of duty.
- (b) Any additional duties, where agreed to and undertaken, will not be those duties generally associated with Middle Leadership/Positions of Responsibility.

## 6.12.7 Currency

- (a) Teachers are responsible for providing original or certified copies of their documentation to their employer for verification and action.
- (b) If a teacher does provide, within six (6) months, the documentation required by clause 6.12.7 (a) then payment of the allowance will be from the date of such provision.
- (c) Teachers must maintain the currency of their certification as LT for their LT allowance payment to be continued. Where LT certification renewal is not confirmed, or if the certification is otherwise revoked by a certifying authority, such a teacher will no longer receive the LT allowance.

## 6.12.8 Advanced Skills Teacher Status

- (a) Teachers who hold Advanced Skills Teacher status are eligible to apply for LT in accordance with the requirements of clause 6.12.2 and 6.12.3.
- (b) Where a teacher holds the LT certification and Advanced Skills Teacher status, the allowance paid will be the greater of the two (2) applicable allowances.

## 6.12.9 Positions of Leadership

- (a) Teachers who hold positions of middle or senior leadership are eligible to apply for LT in accordance with the requirements of clause 6.12.2 and clause 6.12.3.
- (b) Where a teacher holds the LT certification and a position of middle or senior leadership, the allowance paid will be the greater of the two (2) applicable allowances.

## 6.12.10 Portability

- (a) Teachers who have been certified as Lead by a certifying authority whose processes comply with those of the AITSL will be recognised as LT by the employer.
- (b) Teachers new to the employer who: are certified as LT in accordance with clause 6.12.3, meet the requirements of clause 6.12.4; and provide evidence consistent with clause 6.12.7 (a) and (b), will receive the LT allowance for the duration of their remaining LT certification period.

## 6.12.11 Quota

No quotas are applicable to this classification.

**6.13 Scheduled Face-To-Face Teaching**

## 6.13.1 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; and
- (c) any timetabled homeroom duties, school and year assemblies.

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

6.13.3 In primary schools scheduled face-to-face teaching must not normally exceed 24.5 hours per week. In addition to the face-to face teaching hours, a period of at least three (3) hours of release time must be scheduled.

6.13.4 Part-time teaching employees are allocated face-to-face teaching time and non-face-to-face duties *pro-rata* to their FTE.

6.13.5 The limits contained in clause 6.13.2 and 6.13.3 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.

6.13.6 Where 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 6.13 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.

6.13.7 To avoid doubt, access to the arbitration powers of the Fair Work Commission are only available to settle disputes over the application of clause 6.13 of this Agreement.

**6.14 Release Time for Secondary**

6.14.1 From the commencement of the 2023 school year, secondary teachers will receive a minimum entitlement of five (5) hours of release time per week, inclusive of extras as contained in clause 6.16 of this Agreement.

6.14.2 The primary and main function of release time is to undertake necessary preparation and correction to effectively carry out the role as a teacher.

## 6.14.3 Use of Release Time

Duties undertaken during release time may include:

- (a) planning for class and group teaching instruction;
- (b) planning for student excursions;

- (c) setting and correcting assessment items;
- (d) evaluating and assessing student work;
- (e) curriculum planning; and
- (f) compilation of assessment records.

6.14.4 The minimum block of release time must not be less than the equivalent of a standard lesson in the school timetable.

6.14.5 A schedule of release time is negotiated at the school level in advance of the commencement of each term. This timetable is issued to each teacher. Such a schedule will endeavour to minimise disruption to the provision of release time by taking into account planned school events and activities. Teachers timetable during the school term may change due to a range of issues which may arise. Where release time is unable to be accessed by a teacher due to planned school activities, timely consultation will occur at the school level to make alternative arrangements where possible with the teacher for the replacement of such time.

### **6.15 Release Time for Primary**

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

6.15.2 Where possible teachers will be released from face-to-face teaching:

- (a) in a block of three (3) continuous hours; or
- (b) in a block of two (2) hours and one (1) block of one (1) hour; or
- (c) in two (2) blocks of 1.5 hours; or
- (d) in three (3) blocks of one (1) hour; or
- (e) in a configuration agreed between the teaching employees and the Principal.

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

6.15.3 Taking into consideration the points raised in clause 6.15.2, where possible employees from similar areas will be released for collaborative curriculum development, planning, assessment, and reporting.

6.15.4 The primary and main function of release time is to undertake necessary planning, preparation and correction to effectively carry out the role as a teacher.

6.15.5 Use of Release Time

Duties undertaken during planning, release time may include:

- (a) planning for class and group teaching instruction;
- (b) planning for student excursions;

- (c) setting and correcting assessment items;
- (d) evaluating and assessing student work;
- (e) curriculum planning and development; and
- (f) compilation of assessment records.

6.15.6 The minimum block of release time must not be less than 30 minutes.

6.15.7 A schedule of release time is negotiated at the school level in advance of the commencement of each term. This timetable is issued to each teacher. Such a schedule will endeavour to minimise disruption to the provision of release time by taking into account planned school events and activities. Teachers timetable during the school term may change due to a range of issues which may arise. Where release time is unable to be accessed by a teacher due to planned school activities, timely consultation will occur at the school level to make alternative arrangements where possible with the teacher for the replacement of such time.

## **6.16 Extras**

6.16.1 Teachers may be required to take up to 20 hours of “extras” per annum, with normally no more than one (1) 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.

6.16.2 A teacher who has met the requirement of 20 hours of extras or *pro-rata* (as provided in 6.16.1) 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.

6.16.3 The hourly rate referred to in 6.16.2 is the teacher’s annual rate prescribed in Schedule 1 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 6.16).

## **6.17 Meal Break**

6.17.1 Teachers are entitled to a lunch break of at least 30 minutes or half the scheduled student break (to be negotiated by each school), free of disruptions and meetings.

6.17.2 Teachers are free to leave the school premises during this time provided they sign out on departure and in again upon return.

## **6.18 Co-Curricular Activities**

6.18.1 Co-curricular activities conducted by teachers are recognised as an integral part of a school's program. The nature and the commitment of the approved co-curricular activities may vary considerably, based on the requirements of the individual school and its mission statement. The time commitment given by a teacher to co-curricular activities will reflect personal circumstances and professional responsibilities. Such commitment should be consistent with that given by most teachers at the school.

6.18.2 Co-curricular activities (which must be approved by the Principal) are held outside regular school hours. Co-curricular activities may involve teachers and/or parents in events, sports or programs at the school or another venue, and may result from a school's involvement in an association or network of schools.

6.18.3 Principals and staff need to take into account when organising co- curricular activities the following principles:

- (a) Support for the teacher/s involved;
- (b) Teacher skills, experience and special interests;
- (c) The family circumstances of teachers;
- (d) The particular need for the activity.

6.18.4 School Camps

Where a teacher organises or participates in a school camp or activity, the teacher is provided with adequate release time to organise or participate in that camp or activity.

## **6.19 Payment for Full Year or Proportion of Year**

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

6.19.2 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.

6.19.3 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.

6.19.4 A teacher who resigns or is terminated during the academic year will have all accrued entitlements owed, calculated using the salary which the teacher was receiving immediately before cessation of employment.

6.19.5 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.

## **6.20 Stand-down**

6.20.1 Teacher's completing the full school year (40 teaching weeks) will be paid the full six (6) weeks stand-down. All other employees 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.

6.20.2 Where a teacher is employed from the beginning of Semester 2, and has not been paid the one week stand-down for the mid-year period, the one week will be paid when the teacher is paid their annual leave at the end of the school year.

## **6.21 Statement of Service**

6.21.1 Upon the termination of service of a teacher (other than a casual teacher), the employer must provide a statement of service.

6.21.2 Upon request, a casual teacher must 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.

**6.22 Vocational Education and Training in Schools Employees**

6.22.1 All employees are 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 Northern Territory. Disputes must be settled using the Dispute Avoidance and Grievance Procedures in this Agreement.

6.22.2 Incremental Progression

Progression from one (1) salary step to a higher salary step is by annual increment from VET/T1 to VET/T9, as outlined in clause 6.7 in this Agreement.

6.22.3 Qualifications of VETiS Teachers

(a) Trainers – Teaching VET

- (i) Trainers must hold the TAE40110 Certificate IV in Training and Assessment as a minimum qualification.
- (ii) Trainers must have the appropriate industry certificates demonstrate vocational competencies at least to the level being delivered and assessed.
- (iii) Trainers must 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.

6.22.4 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 6.22.4, 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 6.22.5 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 (1) 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 33% or to a maximum of 66 teaching weeks.

#### 6.22.5 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 is 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 6.22.5 (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 6.22.5 (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;
- (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 LWOP was taken and the period when this LWOP occurred. If no periods of LWOP were taken, the statement must show that 'no LWOP 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.

6.22.6 Hours of Duty

The hours of duty for VETiS Teachers is prescribed in clause 6.13 and clause 6.14 of this Agreement.

6.22.7 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 negotiates 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.

**6.23 Aboriginal Catholic Community School Teachers**

6.23.1 Definition of Aboriginal Catholic Community Schools

For purposes of this clause (clause 6.23), Aboriginal Catholic Community Schools (ACCS) means schools in the locations of: Santa Teresa, Daly River, Port Keats and Bathurst Island.

### 6.23.2 General Statement

Conditions for teachers in ACCS should be the same as their state colleagues on the basis that relevant funding is made available from the Northern Territory Department of Education (NT DOE).

### 6.23.3 Aboriginal Catholic Community Schools Relief Teachers

Relief teachers working in ACCS will:

- (a) have their travel cost paid;
- (b) accommodation cost paid; and
- (c) will be paid the designated Catholic Education Northern Territory teacher relief rate.

## PART 7 – CONDITIONS SPECIFIC TO SCHOOL OFFICERS

### 7.1 Operation of Part 7

7.1.1 This Part (Part 7) will be applicable to school officers as defined in clause 1.8.23 of this Agreement.

7.1.2 School officers will be entitled to the benefits of Parts 1 to 4 of this Agreement, and in addition the benefits provided by this part (Part 7).

### 7.2 Definitions

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

7.2.2 Aboriginal and Islander Education Workers (AIEW) 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 AIEW is an identified position in accordance with the *Northern Territory Anti-Discrimination Act*.

7.2.3 Literature Production Centre positions are identified, where appropriate, for Aboriginal and Islander people with connection to and knowledge of the relevant local region and language/s and culture.

### 7.3 Hours of duty

7.3.1 Ordinary Hours of Duty

The ordinary hours of duty for school officers must 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.

### 7.4 Contract of Employment

7.4.1 A full-time employee is an employee who works at least 37 hours per week for 40 weeks per year (plus six (6) weeks annual leave).

- 7.4.2 A part-time employee is an employee who is required to regularly work for less than 37 hours per week for 40 weeks per year (plus six (6) weeks annual leave).

## **7.5 Annualisation of Salary**

### **7.5.1 Calculating averaged annual salary**

- (a) The formula in (b) below will be used to calculate the averaged annual salary for an employee (except: School Officer - AIEW; Boarding Supervision employees; or teachers) whose contract of employment makes provision, in writing, for leave without pay during non-term weeks. The calculation for: a School Officer - AIEW is in clause 7.5.2 of this Agreement; Boarding supervision is in clause 9.6; and for teachers in clause 6.18 of this Agreement.

- (b) The averaged annual salary for such an employee is:

$$A = \frac{C \times D}{46}$$

Where:

A = the employee's averaged annual salary

C = the applicable annual salary (as contained in the relevant wages schedule)

D = the number of weeks that the employee is required to work in the calendar year

### **7.5.2 Stand-down - Alternative Method of Payment – Term-time School Officer - AIEW**

- (a) School Officer - AIEWs who are employed on a 40 weeks per year (plus six (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 six (6) weeks paid stand-down per year. In such circumstances:

- (i) For continuing employees or employees who complete a school year, the unused remainder of the wage deductions is paid at the end of the school year with the Annual Leave payment.
- (ii) For employees who leave during the school year, the unused remainder of the wage deductions is paid on termination.

- (b) Hourly Rate Formula – School Officer - AIEW

- (i) This formula includes annual leave entitlement.
- (ii) The Annualised rate calculated in 7.5.2 (a) is divided by 26.089, divided by 74 = hourly rate.

## **7.6 Work Breaks and Rest Pauses**

### **7.6.1 Work Breaks**

- (a) A School Officer who is engaged or rostered to work for more than five (5) hours on a day is entitled to an unpaid meal break, of not less than 30 consecutive minutes. Such meal break will start no later than five (5) hours after the employee commenced work on that day.

- (b) The work break must be free from interruption and the employee may leave the school premises during this break.
- (c) The Principal must ensure that adequate cover is arranged during such a break.
- (d) The timing of the break must be established in consultation between the employee and the Principal.

#### 7.6.2 Rest Pause

- (a) A School Officer is entitled to a rest pause of 10 minutes for each period of three (3) hours worked, with a maximum of two (2) rest pauses per shift.
- (b) Where an employee has an entitlement to 2 rest pauses:
  - (i) the employer and the employee may agree to one rest break of 20 minutes; or
  - (ii) the employer may require one rest break of 20 minutes where the employee is engaged as an Inclusion Support Assistant, or a Teacher Assistant, or an Indigenous Education Worker in place of the two 10 minute rest breaks.
- (c) A rest pause will:
  - (i) be counted as time worked;
  - (ii) be taken at a time suitable to the employer; and
  - (iii) not be taken adjacent to a meal break, unless the employee and the employer agree.

### 7.7 Rostered Time for Data Collection

- 7.7.1 A School Officer – ISA who undertakes administrative work, and preparation work for students with additional needs is entitled to one additional hour of rostered time for every 10 hours worked.
- 7.7.2 The minimum block of rostered time must not be less than 30 minutes.

### 7.8 Part-time Employees

- 7.8.1 Part-time school officers are entitled to a proportionate amount of annual leave, long service leave and personal/carer's leave as well as all statutory holidays which fall on designated workdays.

### 7.9 Casual Employees

- 7.9.1 Casual school officers are paid for a minimum of two (2) hours per engagement each day they are required to be on duty by direction of the employer.
- 7.9.2 The salaries of casual school officers must be based on hours worked, determined in accordance with clause 4.2.
- 7.9.3 In addition to the rate prescribed in clause 7.9.2, the following salary payment is payable in lieu of annual leave, annual leave loading, personal/carer's leave and public holidays: 28% for all ordinary hours worked.

**7.10 Range of Duties of Support Staff**

- 7.10.1 In addition to curriculum/classroom support and the “typical duties” identified in the school officers classification structure (clause 7.11), the appropriateness or otherwise of allocating additional duties to support staff, that would typically be those carried out by teachers, may be considered by the principal at each school. Such duties may be in the areas of yard duty, attendance records, collation of reports and supervision of students (including bus duty and exam supervision).
- 7.10.2 Where a principal determines the need to allocate such types of duty to support staff, the following conditions apply:
- (a) the school will establish protocols to cover legal and operational elements of supervision of students where a duty of care is exercised. Such protocols must ensure that the determination to use support staff in such supervision is minuted, training is provided, a clear delegated line of authority to the principal is established and that supervision is only within the person’s training;
  - (b) no fundamental change in the nature of an employee’s duties must occur under this clause without reasonable consultation, notice and training;
  - (c) where an employee perceives they cannot perform the functions requested by the employer in accordance with a change in duties under this clause, the employee should raise their concerns with the employer for identification of support needs including professional development, supervision and/or alternative allocated duties consistent with their skills and experience; and
  - (d) in the event of a change in duties, no employee will be required to perform more work than is reasonable within their normal hours of work.

**7.11 School Officer Classification Structure****7.11.1 Classification and Implementation**

- (a) All school officers must be classified at the appropriate classification level and step in accordance with Schedule 4 of this Agreement.
- (b) Classification for a School Officer must be on the basis of a system wide assessment conducted by the Catholic Education Northern Territory of the work performed by an employee, taking into consideration the duties, skills, qualifications, and person specification of the position.
- (c) 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 in accordance with clause 7.12 (Reclassification and Role Review) of this Agreement. This will be done in consultation with the Catholic Education Northern Territory.
- (d) When a school officer position becomes available, the Principal in consultation with Catholic Education Northern Territory must confirm the classification of that position prior to it being advertised.

### 7.11.2 Progression

- (a) A school officer must be classified within a level consistent with their duties, skills, qualifications and person specification of the position. A School Officer progresses 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 were offered by the employer;
  - (iv) duties performed are those required at the next level of classification; and
  - (v) recognition of prior service, qualifications, professional development and training, experience, and life and cultural skills and experience (see clause 7.16).
- (e) Where an employee applies to progress to a higher level, the Principal in consultation with Catholic Education Northern Territory must determine the application within one (1) month of the date of receipt of the application. An employer must outline reasons for unsuccessful applications.
- (f) Progression to a higher classification level must take place from the first full pay period on or after the date of approval by the Principal. The employee commences at the step in the new classification level which is next highest above their existing rate of pay.

## 7.12 Reclassification and Role Review

- 7.12.1 A School Officer may seek reclassification and/or role review pursuant to the content of clause 7.12 and Schedule 4 of this Agreement.
- 7.12.2 A school officer's request for reclassification and/or role review will be considered by an assessment panel. The assessment panel comprises of:
  - (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.
- 7.12.3 Once the assessment panel has been formed the consideration of the request for reclassification and/or role review should be completed within six (6) weeks.

- 7.12.4 The assessment panel will meet with the designated representative from the employer to go through the process of panel assessment.
- 7.12.5 Any dispute arising from the application of the classification criteria established by this agreement must first be considered by the panel as per clause 7.11.2 to 7.12.4. Where a dispute is not resolved, to the satisfaction of the applicant school officer, by the assessment that panel process, the matter is handled within the dispute avoidance and grievance procedure of this agreement.

### **7.13 First Aid Allowance**

- 7.13.1 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 is paid an allowance set out in Schedule 2 – Allowances of this Agreement.
- 7.13.2 The allowance payable to other than full-time employees similarly qualified, and required to perform first aid duties of the nature referred to in 7.12.1, is adjusted proportionately.

### **7.14 Additional Hours for Term-time School Officers**

- 7.14.1 Where the employer identifies either additional hours to be worked, or additional work to be performed, (either short or long term) the employer must (in the first instance) thoroughly investigate and consider whether such additional hours or work can be performed by an existing term-time employee.
- 7.14.2 So as to avoid doubt the expressions "*additional hours*" and "*additional work*" include both work during periods when students are in attendance and periods of vacation.
- 7.14.3 The employer will, subject to clause 7.14.4 (below), offer such additional hours or work to an existing term-time employee (or employees).
- 7.14.4 Nothing in this clause will require an employer to offer additional hours or work to an employee where:
- (a) The additional hours or work would result in the employee working more than the maximum number of ordinary hours permitted by this Agreement; or
  - (b) It is impracticable, having regard to both the needs of the school and the nature of the work, to offer such additional hours or work to a particular employee (or employees).
- 7.14.5 An employee who is offered additional hours or additional work may, at their discretion, accept or decline the offer.

### **7.15 Accrued Hours for Term-time School Officers**

- 7.15.1 Where the employer authorises additional hours to be worked by an employee beyond the normal hours worked, these hours may be accrued on an agreed basis between the employer and the employee. These accrued hours must be availed of during school vacation periods except where the employer, at the request of the employee, approves that accrued hours be taken at alternative times. The hours accrued are paid at the ordinary time rate.
- 7.15.2 All employees must have a zero balance of accrued hours at the beginning of each 12 month cycle. A 12 month cycle is taken to begin on the first day following the school vacation period in January and extending through to the last day of the school vacation period in the next year. Any accrued hours not taken prior to the completion of each 12 month cycle will be paid to the employee.

7.15.3 Notwithstanding the above, 17.5% annual leave loading will be paid on no more than four (4) weeks wages.

7.15.4 On resignation, employees must avail themselves of any accrued hours prior to the resignation taking effect. In special or extenuating circumstances, if the employee is unable to avail themselves of accrued hours, these accrued hours must be paid to the employee upon resignation.

## **7.16 Recognition of Service, Experience and Cultural Life Experience**

7.16.1 This clause is to be used to determine the incremental step in the classification level in accordance with clause 7.11.

7.16.2 Recognition of years of service for incremental purposes will include all previous service in a relevant setting (government school, non-government school, or using similar skills) at or above the classification level of the position to which the employee is appointed.

7.16.3 An employee may make application for recognition of previous service. 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.

7.16.4 The provision of documentary evidence of previous relevant employment will be the responsibility of the employee.

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

7.16.6 Recognition of Cultural Life Experience

(a) School Officers employed by the Catholic Education Northern Territory may apply to have significant Cultural Life Experience recognised for the purposes of classification.

(b) School Officers are required to 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.

(c) The relevance of Cultural Life Experience must be assessed by a panel organised by the Principal in consultation with Catholic Education Northern Territory 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 Northern Territory.

(d) Where relevant cultural life experience is recognised for classification purposes any such recognised experience counts on the basis of no less than one (1) year.

7.16.7 Timely notification of previous relevant service, experience, and cultural life experience

(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 7.16.7 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.
- (f) 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.
- (g) Where a statutory declaration is accepted it should satisfy the criteria at clause 7.16.7 below.
- (h) The circumstances preventing the employee from obtaining the necessary documentation should be noted and retained with the application.

#### 7.16.8 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 LWOP was taken and the period when this LWOP occurred. If no periods of LWOP were taken, the statement must show that 'LWOP was taken'.

## 7.17 Recognition of Qualifications

### 7.17.1 School Officer - Inclusion Support Assistant Allowances (Qualifications, Specialised Care and First Aid)

- (a) A School Officer - ISA who has been on Level 2 Step 1 for 12 months (or 1,924 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 2 – Allowances.
- (b) A School Officer - ISA who has been on Level 2 Step 2 for 12 months (or 1,924 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 2 – Allowances.
- (c) A School Officer - ISA who has been on Level 2 Step 3 for 12 months (or 1,924 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 2 – Allowances.
- (d) A School Officer - ISA who has been on Level 2 Step 4 for 12 months (or 1,924 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 2 – Allowances.
- (e) A School Officer - ISA will apply for the payment of the allowance prescribed in 7.17.1 (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) A School Officer - 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 2 – Allowances.
- (g) A School Officer - 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 2 – Allowances. The Specialised Care Allowance is equivalent in value to the First Aid Allowance.
- (h) A School Officer - ISA may receive either the Qualifications Allowance (as in clauses 7.17.1 (a), (b), (c) or (d) or the First Aid Allowance (as in clause 7.17.1 (f)) or the Specialised Care Allowance (as in clause 7.17.1 (g)) but not more than one (1) of these allowances.
- (i) The employer will reimburse enrolment fees associated with obtaining a First Aid Certificate which are incurred within the 12 month period immediately prior to the School Officer - ISA accessing the qualification allowance in clause 7.17.1 (a), (b), (c) or (d) as appropriate. The employee will contribute the time required to obtain the First Aid Certificate. This sub-clause 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 School Officer - ISA is receiving the Qualification Allowance in accordance with this clause, the employer must ensure that all employees are holders of current recognised first aid qualifications and will pay for any updates during the term of their employment.

## **7.18 Review of School Officer Classifications**

### **7.18.1 Background and Purpose of the Joint Working Party**

- (a) In the preceding Agreement, the parties conducted a review and consolidation of the School Officer Classifications, and other employment arrangements, including hours of duty, professional development, reclassification procedures and safe work practices. These consolidated provisions and conditions are provided in Part 7 and Schedule 4 to this Agreement.
- (b) During the above process, the IEUA identified and presented to the employer an alternate structure for school officer classification which requires further consideration and exploration between the parties.
- (c) It was agreed by the parties to reconstitute the Joint Working Party. The purpose of the joint working party will be to make recommendations on the school officer classification structure contained in Schedule 4 of this Agreement and conduct a review in accordance with 7.18.4.

### **7.18.2 Operative Date of the Joint Working Party**

- (a) A joint working party (JWP) will commence no later than two (2) months after the date of approval of this of this Agreement.
- (b) It is anticipated that the JWP will conclude no later than the last day of Term 3, 2023.

### **7.18.3 Membership of the Joint Working Party**

- (a) The joint working party is comprised of:
  - (i) up to three (3) persons representing the employer;
  - (ii) up to three (3) persons representing employees;
  - (iii) employee representatives is determined by IEUA;
  - (iv) one person will be provided as administrative support to the JWP (and may be from either party); and
  - (v) a chairperson nominated by employer or employee representatives alternating from one meeting to the next.
- (b) A quorum of members must be present before a meeting can proceed. At least two (2) employee representative and one employer representatives must be present for the meeting to proceed.
- (c) A proxy may be nominated by a member of the JWP, with notice is provided to the Chairperson at least 48 hours prior to the meeting date, where practicable.
- (d) Internal or external persons, with the agreement of the JWP, may be invited to attend the meetings by the Chairperson to provide advice and assistance where necessary.

- (e) The JWP is not authorised to make decisions but to review and make recommendations. The recommendations may be reported by consensus; however, minority or separate reports may be made.
- (f) Consistent with the Terms of Reference, identified in clause 7.18.4, and where necessary, travel and accommodation costs associated for employee representatives will be met by the IEUA with release time provided by the employer.
- (g) Any vacant positions may be filled by the nominating group once the vacancy is known.

#### 7.18.4 Terms of Reference

The joint working party shall consider, but not be limited to, the following matters:

- (a) the nature and internal structures as they relate to the unique teaching and learning environment within Catholic Schools Northern Territory and identify its strengths and deficiencies in serving employers and employees
- (b) identify and analyse strengths and deficiencies of alternative classification structures and associated operations; and make recommendations on:
  - (i) the adequacy of the school officer classification structure given the specific duties, responsibilities and work arrangements of school officers;
  - (ii) a structure and associated operations for a whole of school officer cohort; and/or
  - (iii) a structure and associated operations for segments/categories of school officers;
  - (iv) the appropriateness of the criteria used for school officer positions and classifications;
  - (v) on managing the impact of any recommendations on existing structures and existing appointments;
  - (vi) existing wage structures, and if appropriate, recommend a new wage structure;
  - (vi) conducting a trial/trials on the recommended structure; and
  - (vii) transitional arrangements.
- (c) consider continuing employment for employees who are employed under specific funding arrangements.
- (d) making recommendations that take into account of contemporary best practice, developments in classification structures and the emerging context of school officer employment in schools.

#### 7.18.5 Reporting of Outcomes of the Joint Working Party

- (a) The content and structure of the report, while containing clear recommendations, may also include background and the context framing the recommendations.
- (b) The joint working party will provide a report to the employer and IEUA for consideration within nine (9) months of the first meeting, with a view to implementing agreed structures and operational procedures as soon as practically possible, but no later than 1 January 2024, unless variation is agreed otherwise by both parties.

7.18.6 Consultation with employees will occur as part of the review process, and will be carried out consistent with clause 3.1 (Consultative Arrangements) of this Agreement.

7.18.7 Where the parties agree, this Agreement may be varied consistent with the *Fair Work Act 2009*.

**PART 8 – CONDITIONS SPECIFIC TO EARLY YEARS, SCHOOL AGE EDUCATION AND CARE EDUCATORS****8.1 Employees and Workplaces covered by this Part**

8.1.1 Part 8 of this Agreement provides the terms and conditions of employment for Early Years, School Age Education and Care comprising of:

- (a) Before School/After School/Out of School Hours Care;
- (b) Vacation Care;
- (c) Preschool/Early Learning Centres; and
- (d) Long Day Care;

run in conjunction with and on the premises of Diocese of Darwin Catholic Schools.

8.1.2 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 8.22; and
- (b) The terms and conditions for an employee, other than a director, but who is a teacher are provided in clause 8.23.

8.1.3 Definitions

- (a) **'ACECQA'** means the Australian Children's Education & Care Quality Authority.
- (b) **'AQF'** means the Australian Qualifications Framework.
- (c) **'Assistant Director'** is an employee who is employed to assist the Director (as defined in sub-clause (e) below) in the operation of an approved service.
- (d) **'Assistant/Educator – Level 1'** means an employee who is engaged in assisting in programs at the centre and is under the direction of the Director/Teacher of the approved service as defined in clauses 8.21.5, 8.21.6 and 8.21.7.
- (e) **'Assistant/Educator – Level 2'** means an employee who is engaged in assisting in programs at the centre and is under the direction of the Director/Teacher of the approved service as defined in clause 8.21.4.
- (f) **'Director'** means an employee who holds a relevant Degree or a 3 or 4 year Early Childhood Education qualification, or an AQF Advanced Diploma, or a Diploma in Children's Services, or a Diploma in Out-of-Hours Care; or is otherwise a person possessing such experience, or holding such qualifications deemed by the employer or the relevant legislation to be appropriate or required for the position, and who is appointed as the director of a service. The Director may be: the Principal of the School; a teacher; or another appropriate person.
- (g) **'Early Childhood Teacher'** means a person with an approved early childhood teaching qualification and who is employed to teach an early childhood education program.

- (h) **‘Educational Leader’** is a person designated in writing by the approved provider, who is: a suitably qualified and experienced educator; co-ordinator; or other individual, as educational leader at the service to lead the development and implementation of educational programs in the service.
- (i) **‘Team Leader’** is an employee who is appointed as the person in charge of a group of children as defined in clause 8.21.3.
- (j) **‘Nominated Supervisor’** means a person: nominated by the approved provider; who has provided written consent to that nomination; and is the person with the responsibility for the day-to-day management of an approved service. The nominated supervisor is normally the Principal and/or Director of an approved service.
- (k) **‘Responsible Person’** is either:
  - (i) the approved provider, if the approved provider is an individual or, in any other case, a person with management or control of an education and care service operated by the approved provider;
  - (ii) a nominated supervisor of the service; or
  - (iii) a person in day to day charge of the service.
- (l) **‘QECNT’** means the Quality Education and Care Northern Territory.

## 8.2 Full-Time Employees

A full-time employee shall be a person who is engaged for no less than 38 ordinary hours per week.

## 8.3 Part-Time Employees

- 8.3.1 A part-time employee is an employee who is engaged to work less than 38 ordinary hours per week.
- 8.3.2 A part-time employee shall be paid, for each hour worked, one thirty-eighth (1/38<sup>th</sup>) of the rate prescribed for the appropriate classification set out in Schedule 1. Such part-time employees shall be entitled to receive all benefits of these provisions and those contained in the Agreement on a *pro-rata* basis.
- 8.3.3 For work performed on any shift a part-time employee shall receive a minimum payment of two (2) and one (1) 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 (1) and one (1) half hours and the minimum payment for the afternoon part of the shift shall be two (2) and one (1) half hours.
- 8.3.4 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.
- 8.3.5 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 (5) 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 (5) weeks.

#### **8.4 Casual Employees**

- 8.4.1 Casual employees engaged to work regular rostered hours for a continuous period of four (4) weeks or more shall have the option of being paid as a casual employee or may choose to convert to be paid as a continuing part-time employee and access entitlements as if a continuing employee. Their official employment classification will remain a casual. Casual employees shall be limited to one (1) opportunity each year to convert from being paid as a casual to that of continuing part-time employment.
- 8.4.2 A casual employee, other than a teacher, shall be engaged daily or hourly at the discretion of the employer, provided that the minimum engagement is not less than 2.5 continuous hours.
- 8.4.3 An employee, other than a teacher, 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.
- 8.4.4 A casual teacher will be paid in accordance with clause 6.1.2 (e) of this Agreement.
- 8.4.5 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/carer's leave, parental leave; higher grade work and redundancy.

#### **8.5 Hours of Work**

- 8.5.1 The ordinary hours of work of employees shall be an average of 38 hours per week over a one (1), two (2) or four (4) week cycle.
- 8.5.2 Ordinary hours shall be worked in periods not exceeding eight (8) hours, in unbroken periods except 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 (1) day.
- 8.5.3 The commencement time of the ordinary hours of work shall not be earlier than 6:45 a.m. and the ceasing time of the ordinary hours of work shall not be later than 6:45 p.m.

#### **8.6 Limitation of when ordinary hours are worked**

- 8.6.1 The ordinary hours of work will be on Monday to Friday.
- 8.6.2 No ordinary hours will be worked on a Public Holiday.

#### **8.7 Rosters**

- 8.7.1 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 (7) 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.

- 8.7.2 The employer is also relieved of the obligation to provide the full seven (7) 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.
- 8.7.3 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.
- 8.7.4 Where an employee is required to permanently transfer from one (1) shift to another (other than by mutual agreement) the employee shall be given seven (7) days' notice of such change or be paid overtime as prescribed in the Agreement for each day the employee reports for duty at the new shift until seven (7) days have expired from the date of the notice of such change.

## **8.8 Rostered Time Off for Full-Time Employees**

- 8.8.1 The method of rostering the 38 hour week may be any of the following:
- (a) by employees working less than eight (8) ordinary hours of each day; or
  - (b) by employees working less than eight (8) ordinary hours on one (1) 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 (5) such days being taken consecutively at times mutually convenient to the employer.
- 8.8.2 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.

## **8.9 Non-Contact Time**

- 8.9.1 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 (2) 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.
- 8.9.2 An employee who provides advice and support to the process of complying with the requirements of the *Education and Care Services (National Uniform Legislation) Act* and Regulations shall be entitled to two (2) hours per week of non-contact time for the purposes of undertaking such professional responsibilities. During this time the employee will not be required to supervise children or perform other duties directed by the employer.
- 8.9.3 In scheduling of non-contact time, prescribed by this clause (clause 8.9), the educational needs of the children and the effectiveness of the periods of time to the employee concerned will be considered. The final decision in relation to the allocation of non-contact time rests with the Principal or delegate following discussion with the employee concerned.
- 8.9.4 Wherever possible non-contact time should be rostered in advance so as to minimise the disruption to the service and the cost impact.



**8.10 Wage Rates**

Employees shall be paid in accordance with the minimum weekly or hourly rates of pay as set out in Schedule 1 – Salaries and Wages of this Agreement in accordance with their contract of employment and classification level and any additional allowance as set out in this Agreement.

**8.11 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 Agreement, 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.

**8.12 Higher Level Work**

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.

**8.13 First Aid Qualification**

- 8.13.1 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.
- 8.13.2 Where, at the point of initial engagement an employee does not hold the qualification referred to in 8.13.1, or has not received the training referred to in 8.13.1, the employer will pay for such qualification and/or training. However, the qualification/training may be undertaken in the employee's own time.
- 8.13.3 The employer will pay for any updates to the qualification and/or training required during the term of the employee's employment.

**8.14 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 employee's duties, the time so occupied shall count as time worked.

**8.15 Stand-down**

- 8.15.1 Other than in periods of annual 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) stand-down does not break the continuity of service of employees;
  - (b) the period of any stand-down is taken to be a period of service as far as personal/carer's leave; annual leave, long service leave and parental leave service requirements are concerned;
  - (c) employers are to give no less than four (4) 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 sub-clause (c) above.

## **8.16 Annual Leave**

- 8.16.1 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 12 months service (less the period of annual leave) with his or her employer.
- 8.16.2 For a teacher who is employed to teach an early childhood education program the annual leave provided by clause 8.16.1 (above) will be deemed to be annual leave as per clause 5.3.4 of this Agreement.

## **8.17 Infectious Diseases**

- 8.17.1 An employee who contracts an infectious disease through a contact in the area of employment is 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 (Morbilli);
  - (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; or

- (r) Epidemic Influenza (as defined by the World Health Organisation, in any one year).

8.17.2 Infectious Diseases Leave is granted provided that:

- (a) a medical certificate stating the nature of the illness accompanies any application for leave with pay under the provisions of this sub-clause;
- (b) that leave is taken in accordance with this sub-clause must not be debited against normal personal/carer's leave entitlements; and
- (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 (2) months preceding the employee's absence.

**8.18 Classifying Employees**

- 8.18.1 All employees are classified by the employer into one (1) of the levels contained in one (1) of the classification streams set out in clause 8.21 of this Agreement in accordance with the employee's skills, responsibilities and duties.
- 8.18.2 Where an employee believes they have been wrongly classified they can apply to have their classification reviewed and disputes are settled using the Dispute Avoidance and Grievance Procedures in this Agreement (clause 3.2).

**8.19 Incremental Progression**

- 8.19.1 Progression from one (1) 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; and
  - (c) demonstrated ability to acquire the skills which are necessary for advancement to the next pay point level.
- 8.19.2 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 (3) 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 12 months leading to the appraisal, been provided with in-service training required to attain a higher pay point; and
  - (c) following any deferral, the employee is provided with the necessary training in order to advance to the next level.
- 8.19.3 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.

- 8.19.4 Notwithstanding clause 8.19.2, an employee classified as Assistant/Educator Level 1 (with qualification) who gains a Diploma of Early Childhood Education and Care during their employment automatically progresses to an Assistant/Educator Level 2 from the next pay period after they have provided sufficient evidence of such qualification.
- 8.19.5 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 (clause 3.2) 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 (2) months of the request for the review being made.

## **8.20 Progression through Classification Levels**

- 8.20.1 Advancement through the first incremental level at any classification or qualification level is automatic.
- 8.20.2 Entry into a qualification level within a classification is by appointment to that level by the employer.
- 8.20.3 Any disputes concerning an employee's incremental level are dealt with in accordance with the Disputes Avoidance and Grievance Procedures.

## **8.21 Classification Descriptions**

### **8.21.1 Director**

- (a) A Director must, at least, hold one (1) of the following qualifications:
- (i) a relevant degree qualification;
  - (ii) an AQF Advanced Diploma;
  - (iii) a Diploma of Early Childhood Education and Care; or
  - (iv) possess such experience or qualifications which are acceptable to the approved provider and the regulatory authority.
- (b) 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 employees 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) liaise with families and outside agencies;
  - (vi) formulate and evaluates annual budgets for the Centre in collaboration with the school's finance officers;
  - (vii) liaise with school and/or Catholic Education Northern Territory administrators;
  - (viii) provide professional leadership and development to employees; and
  - (ix) develop and maintain policies and practices for the Centre.
- (c) 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.

- (d) A Director, who is a teacher, will, in addition to the remuneration provided for at clause 8.21.1 (c), be paid an allowance of 8.5% of the CT2 classification level found in Schedule 2 – Allowances.
- (e) A Director, who is not a teacher, will be paid a salary as prescribed by Schedule 1 (Wages) of this Agreement.

#### 8.21.2 Assistant Director

- (a) An Assistant Director must hold at least a Diploma of Early Childhood Education and Care or possess such experience or qualifications which are acceptable to the approved provider and regulatory authority.
- (b) 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 employees training;
  - (iv) take responsibility for the day to day management of the Centre in the temporary absence of the and as such to be responsible for management and compliance with National Law and Regulations;
  - (v) generally supervise employees within the Centre;
  - (vi) an Assistant Director may also be an Educator – Level 2;
  - (vii) liaise with families.
- (c) An Assistant Director may hold a Certified Supervisor certificate approved by ACECQA but will also hold a delegation letter from the Approved Provider as the Responsible Person placed in charge of the day to day operation of the approved service.
- (d) An Assistant Director, who is a Teacher recognised by ACECQA, 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 (with the TRB) will be paid, as a minimum, the rate applicable at classification level CT1 of the scale applying to Teachers.
- (e) An Assistant Director, who is not a Teacher, will be paid a salary as prescribed by Schedule 1 of this Agreement.

#### 8.21.3 Team Leader

- (a) A Team Leader must hold a Diploma of Early Childhood Education and Care or possess such experience and/or qualifications, which are acceptable to the approved provider and the regulatory authority.
- (b) 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/Educators
  - (iii) be responsible to the Assistant Director/Director for the supervision of students on placement;

- (iv) ensure a safe environment is maintained for both employees and children;
- (v) ensure that records are maintained accurately for each child;
- (vi) develop, implement, evaluate and reflect on programs;
- (vii) ensure the Centres' policies and procedures are adhered to; and
- (viii) liaise with families.

- (c) A Team Leader will be paid in accordance with Schedule 1 of this Agreement.

#### 8.21.4 Assistant/Educator – Level 2

- (a) An Assistant/Educator – Level 2 must hold a Diploma of Early Childhood Education and Care or possess such experience and/or qualifications, which are acceptable to the approved provider and the regulatory authority.
- (b) An Assistant/Educator – Level 2 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 employee members;
  - (iii) under guidance, work with individual children with particular needs;
  - (iv) assist in the direction of assistants/educators;
  - (v) undertake and implement requirements of National Quality Standards;
  - (vi) work in accordance with any health and safety and or food safety regulations.
- (c) An Assistant/Educator – Level 2 will be paid in accordance with Schedule 1 of this Agreement.

#### 8.21.5 Assistant/Educator – Level 1 (with Qualification)

- (a) An Assistant/Educator – Level 1 (with Qualification) must hold at least an AQF Certificate III in Children Services and/or possess such experience or qualifications which are acceptable to the approved provider and the regulatory authority.
- (b) An Assistant/Educator – Level 1 (with Qualification) 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 employee members;
  - (iii) under direction, work with individual children with particular needs;
  - (iv) assist in the direction of unqualified assistants/educators actively working towards Certificate III or a Diploma qualification;
  - (v) undertake and implement requirements of National Quality Standards;
  - (vi) work in accordance with any health and safety and or food safety regulations.
- (c) An Assistant/Educator – Level 1 (with Qualification) will be paid in accordance with Schedule 1 of this Agreement.

## 8.21.6 Assistant/Educator – Level 1 (working towards Qualification)

- (a) Assistant/Educator – Level 1 (working towards Qualification) means an employee who is actively working towards a Certificate III qualification after three (3) months of employment at the approved service.
- (b) An Assistant/Educator – Level 1 (working towards Qualification) 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/Educator – Level 1 (working towards Qualification) will commence at Assistant/Educator – Level 1 (working towards Qualification) pay point 2 on the scale and be paid in accordance with Schedule 1 of this Agreement. Such an employee will only be required to spend six (6) months at this pay point before progressing to the rate for Year 2.

## 8.21.7 Assistant/Educator – Level 1 (without Qualification)

- (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 within three (3) months of employment.
- (b) An Assistant/Educator – Level 1 (without Qualification) 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/Educator – Level 1 (without Qualification) will commence at Assistant/Educator Level 1 (working towards Qualification) pay point 1 and shall progress to pay point 2 after a period of six (6) months 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.

**8.22 Director who is a Teacher – Terms and Conditions**

- 8.22.1 Except for the rate of remuneration, the terms and conditions of employment for an employee who is: a teacher employed to teach an early childhood education program; and employed as a Director in Early Years School Age Education and Care, 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.
- 8.22.2 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 8.22.1.
- 8.22.3 The rate of remuneration for an employee who is a teacher and who is employed as a Director in Early Years School Age Education and Care is prescribed by clauses 8.21.1 (c) and (d).

**8.23 Early Childhood Teacher – Terms and Conditions**

The terms and conditions of employment (including the rate of remuneration) for an employee who is a teacher and who is employed to teach an early childhood education program in an Early Years School Age Education and Care will be those which are applicable to a primary teacher.

**PART 9 – CONDITIONS SPECIFIC TO BOARDING EMPLOYEES****9.1 Employees and Workplaces covered by this Part**

- 9.1.1 This Part (Part 9) applies only to Residential Employees 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. Such supervision includes those supervisory duties performed outside of the physical building which is a boarding house that are regularly performed by supervisory employees.
- 9.1.2 This Part shall not include: those persons employed as cleaners, caretakers, kitchen and canteen employees, laundry employees, nursing employees, grounds employees; or 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.

**9.2 General Conditions**

- 9.2.1 The employer will ensure that an employee covered by this Part (Part 13) will 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.
- 9.2.2 Employees will be provided with access to telephone facilities when performing their duties.
- 9.2.3 Authorised employees are to be provided with proper records for obtaining medical assistance.
- 9.2.4 Employees must have access to information concerning the past academic and behavioural records of students under their care.



### **9.3 Residential Position Descriptions**

- 9.3.1 The Principal of a College must ensure that all employees are provided, on an annual basis, with a statement which identifies the following:
- (a) Employees roles, tasks and duties, with clear and concise role descriptions and operational responsibilities for all positions;
  - (b) the quantification of employees workloads including the employee/student ratio;
  - (c) clear terms and conditions for on-call and call out duties;
  - (d) the hours of duty, and any additional hours of work required each week to access stand-down time and additional hours required each week in lieu of accommodation; and
  - (e) definitions and limits for "*other duties that may be required*".

### **9.4 Contract of Employment**

- 9.4.1 Employment may be provided on a live-in or live-out basis.
- 9.4.2 The choice of employment on a 'live-in' or 'live-out' basis will, subject to clauses 9.4.3 and 9.4.4, be the choice of the employee.
- 9.4.3 The employer is entitled to designate a specific position as live-in.
- 9.4.4 An employee may only choose to live-in where suitable accommodation is available.

### **9.5 Ordinary Hours of Work**

- 9.5.1 Subject to clause 9.6, the maximum number of ordinary hours for a full-time employee will be 38 per week, Monday to Sunday.
- 9.5.2 Subject to clause 9.6, the maximum number of ordinary hours for a part-time employee will be less than 38 per week, Monday to Sunday.
- 9.5.3 All full-time employees are to be entitled to two (2) full days per week free of boarding house duty.
- 9.5.4 The ordinary hours of work on a day will be worked within a span of 14 hours from initial commencing time to final ceasing time.
- 9.5.5 The ordinary hours of work on a day will be worked in no more than two (2) periods.
- 9.5.6 The maximum number of ordinary hours which can be worked on any one (1) day is 10.
- 9.5.7 Notwithstanding the hours identified in clauses 9.5.1 and 9.5.2, an employee may average their hours of work over the period of a year and hence receive payment for the stand-down period. The provisions of such averaging are identified in clause 9.6.
- 9.5.8 Sleepovers
- (a) Where an employee is required to sleep over on the employer's premises that employee will be paid for two (2) 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, provided that the minimum payment to be received by an employee is two (2) hours at the employee's ordinary rate of pay.

So as to remove doubt, it is recorded that such an employee does not receive the two (2) hour minimum payment for each of multiple call outs. The employee will be paid at their ordinary rate for the one (1) or more call outs (as applicable), and the employee will receive that calculation, or payment for two (2) hours, whichever is the greater.

- 9.5.9 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 (1) hour will be paid for at the rate of time and a half for the next three (3) hours and then at the rate of double time.

## **9.6 Averaging of Hours**

- 9.6.1 Where an employee agrees to work on the basis that their hours are averaged that agreement will be recorded in writing and signed by the employer and the employee.

The working of averaged hours, as provided in this clause (clause 9.6), results in payment for the 'stand-down' period(s).

- 9.6.2 The maximum number of weeks that an employee can work as part of an averaging arrangement is 40 weeks in a year.
- 9.6.3 The payment of two (2) hours pay for the performance of a sleepover (as provided by clause 9.6.8 (a)) will, in lieu of payment, count as two (2) hours worked for the purposes of this averaging provision.
- 9.6.4 Where the employment of an employee covered by this clause is terminated without a full year having been worked that employee is entitled to a payout of any accumulated hours which have not been accessed. Such payment will be in addition to any other entitlements in this Agreement.
- 9.6.5 The annual roster of hours for a full-time boarding employee who is covered by this clause will be calculated as follows:

Maximum Hours	1976 (52 week x 38 hours/week)
Less Annual Leave	228 (6 weeks x 38 hours/week)
Maximum Rostered Hours per annum	1748

For the purposes of this clause, the number of weeks in a school year is 40.

Hence, the maximum number of ordinary hours per week when an averaging arrangement is in place is  $1748 \div 40 = 44$  (rounded).

- 9.6.6 An employee will not be rostered to work more than the maximum ordinary hours (identified in clause 9.6.5 above) in any one week.

## **9.7 Part-time and Casual Employees**

### **9.7.1 Casual employees**

- (a) A casual employee shall be employed as such and engaged on an hourly basis.
- (b) A casual employee is 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 is two (2). With respect to casual employees the following provisions does not apply: annual leave; personal/carer's leave, parental leave; higher grade work and redundancy.
- (d) Casual employees engaged to work regular rostered hours for a continuous period of four (4) weeks or more must have the option of being paid as a casual employee or may choose to convert to continuing employment and access entitlements as a continuing employee. Their official employment classification will still be as a casual.
- (e) Casual employees is limited to one opportunity each year to convert from being paid as a casual to that of continuing part-time employment.
- (f) Entitlements, for casual employees who choose to convert to continuing status, must begin on their first continuing shift, except long service leave, where their entitlement begins from the date they first began to work.

### **9.7.2 Part-time employees**

- (a) A part-time employee is paid, for each hour worked, one thirty-eighth (1/38<sup>th</sup>) of the rate prescribed for the appropriate classification.
- (b) Part-time employees is entitled to receive all benefits and entitlements on a *pro-rata* basis.

## **9.8 Rostering**

- 9.8.1 The employer will produce a roster showing the normal starting and finishing times and the name of each employee. This roster will be displayed in a place conveniently accessible to the employees. The term roster (or semester roster, at the election of the employer) will be prepared and displayed at least seven (7) days before the commencement of the term.
- 9.8.2 A roster may be altered by the employer by giving seven (7) days' notice, or where mutually agreed between the employer and the employee, the roster may be altered at any time. Where there is a genuine reason for an alteration, and where the subject employee arranges an appropriate swap, the employer will not unreasonably withhold their agreement to the change in the roster.
- 9.8.3 Notwithstanding clauses 9.8.1 and 9.8.2 above, an employee's roster cannot be changed where it would result in the employee becoming ineligible for payment on a public holiday, in circumstances where the employee would otherwise have been rostered to work on that day, other than at the election of the employee.

## 9.9 Classification and Limitation on Casual Employment

### 9.9.1 Classifying employees

- (a) All employees are classified by the employer into one (1) of the levels identified below in accordance with the employee's skills, responsibilities and duties.
- (b) Where an employee believes they have been wrongly classified the matter is dealt with in accordance with the dispute settling procedure set out in this Agreement.

### 9.9.2 House Parent

- (a) An employee at this level may be responsible for:
  - (i) ensuring that students understand and adhere to school policies. This involves the application of knowledge with depth in some areas;
  - (ii) 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;
  - (iii) supervision of study and homework where direction and judgement are required;
  - (iv) 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);
  - (v) obtaining and maintaining a current bus licence may be a requirement at this classification level;
  - (vi) provision of supervision of meals and meal times. This will be carried out under general guidance;
  - (vii) liaison with parents as the need arises and as provided for in existing school policy; and
  - (viii) 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.
- (b) In addition to the above, obtaining and maintaining a current first aid certificate is a requirement at this classification level.

### 9.9.3 Team Leader

- (a) An employee at this level will perform the duties and exercise the responsibilities identified for a Boarding Supervisor.
- (b) In addition, an employee at this level will:
  - (i) hold a current first aid certificate; and
  - (ii) 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
  - (iii) have at least two (2) years' experience working in a school boarding facility; and
  - (iv) where required by the employer, obtain and maintain a current bus licence.

#### 9.9.4 Assistant Director of Boarding

An employee at this level may be responsible, subject to direction by the Director 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 employees;
- (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.

#### 9.9.5 Director of Boarding

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 Assistant Director of Boarding employees 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) employee 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 (1) residential house (including discipline, social and sporting functions).
- (c) In the absence of the Principal or school deputy, employees 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.

#### 9.9.6 Limitation on Casual Employees

An employee 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 employee cannot be appointed to a classification higher than House Parent, and will not be required to carry out duties or responsibilities higher than those of a House Parent.

**9.10 Flexibility of Work**

- 9.10.1 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 Agreement, provided that such duties are not designed to promote de-skilling.
- 9.10.2 Any direction issued by an employer pursuant to clause 9.10.1 must be consistent with the employer's responsibilities to provide a safe and healthy working environment.

**9.11 Full-time employees and Other Employment**

- 9.11.1 Full-time employees who are covered by this Part (Part 9) will not participate in other employment that will impede their rostered hours of work under this Agreement.
- 9.11.2 Where an employee participates in other employment, they must advise the employer of that fact.

**9.12 Provision of Meals**

- 9.12.1 All employees whose work coincides with a meal time for students must be supplied with a suitable meal.
- 9.12.2 The provision of meals will only apply when the kitchen is available.

**9.13 Live In Specific Arrangements - Accommodation**

- 9.13.1 All employees who are designated as live-in employees must be supplied with suitable accommodation. Such accommodation will: ensure privacy and adequate isolation from the workplace; be provided with lighting, heating and cooling; be available to the employee for their exclusive use 52 weeks per year; include access to a private phone and internet facilities; and provide basic cooking facilities.
- 9.13.2 Prospective 'live-in' employees must be shown their accommodation prior to accepting their contract of employment.
- 9.13.3 The contract of employment for a 'live-in' employee must include a clause indicating that the employee accepts the accommodation they have been shown.
- 9.13.4 The employer may inspect employees' accommodation once each term. At least two (2) weeks' notice will be provided prior to any inspection.
- 9.13.5 A standing joint committee will be formed, comprising two (2) employer representatives and two (2) employee representatives. This committee will meet at least twice per year and will consider all matters in or in connection with the provision of accommodation.

**9.14 Board and Keep**

- 9.14.1 In addition to the ordinary hours of work (provided by clause 9.5) and the additional hours to facilitate the averaging of hours (provided by clause 9.6), employees who request to live on site will be required to work a maximum of six (6) additional hours per week (unpaid) so as to be entitled to board and keep.
- 9.14.2 Clause 9.14.1 will apply to both boarding employees and teaching employees. It will only apply to full-time and part-time employees. Casual employees are not covered by clause 9.14.1.

- 9.14.3 The additional hours specified in 9.14.1 may be worked as either active duty or as sleepovers. For the avoidance of doubt it is recorded that, in the case of an employee required to perform a sleepover, the employee will not receive the two (2) hours pay provided by clause 9.5.8 (a), but that such two (2) hours will be counted as two (2) hours worked for the purposes of clause 9.14.1. And further, that if more than six (6) hours are worked in a week, the employee will receive payment for the hours in excess of six (6).
- 9.14.4 An employee will only be required to work the additional hours identified in clause 9.14.1 for a maximum of 40 weeks in a year.
- 9.14.5 Where an employee works additional hours in return for board and keep that agreement will be recorded in writing and will be reviewed each year prior to the beginning of a new school year.
- 9.14.6 Where an employee works additional hours in return for board and keep, the employee will be provided with: accommodation for 52 weeks of the year; and meals during term-time and during the opening hours of the refectory facilities.
- 9.14.7 Where an employee works additional hours in return for board and keep, but is unable (for reasons such as illness or other forms of leave) to undertake the additional hours, the employee may request to make up the additional hours in future rosters. The employer will, wherever practicable, honour such a request. Any adjustment of hours envisaged by this clause will be completed prior to the end of the school year. This clause (9.14.7) is subject to clause 9.14.8 below.
- 9.14.8 Where an employee is unable to undertake the additional hours as identified in clause 13.14.7 above, and the adjustment provided for in that clause does not occur, then the employee will pay rent at the rate of \$220 per week for the week(s) (or part thereof) not subject to the working of additional hours. Yearly rent change to be applied at the commencement of the year and indexed at the Consumer Price Index (All Groups CPI, Weighted Average of Eight Capital Cities, September to September percentage change).
- (a) 2022 (Base Year) \$220 per week.
  - (b) 2023 indexed by September 2021 to September 2022 CPI percentage change.
  - (c) 2024 indexed by September 2022 to September 2023 CPI percentage change.

## **9.15 Wage Rates**

Employees are paid in accordance with the minimum fortnightly or hourly rates of pay as set out in Schedule 1 of this Agreement, in accordance with their contract of employment, classification level and any additional allowance as set out in this Agreement.

## **9.16 Higher Level Work**

An employee called upon to perform duties of another employee in a higher level or classification for a period of seven (7) days consecutively is 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.

## **9.17 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 must not be reduced by this Agreement.

**9.18 First Aid****9.18.1 First Aid Certificate**

- (a) Where the employer requires an employee to hold a current first aid certificate, the employer will reimburse enrolment fees and subsequently course fees associated with maintaining a first aid certificate.
- (b) Notwithstanding the provision in clause 9.18.1 (a) above, where new employees are required to hold a current first aid certificate as a condition of their employment, the course fees and time associated with obtaining that certificate is the responsibility of the new employee.

9.18.2 The time required to maintain the first aid certificate constitutes paid work time.

9.18.3 The first aid qualification obtained or maintained by an employee must include proficiency in Cardio Pulmonary Resuscitation (CPR) and anaphylactic response, consistent with within Northern Territory Health Department requirements regulations, in order for the employer to pay reimbursement of course fees incurred.

**9.19 Infectious Diseases**

9.19.1 An employee who contracts an infectious disease through a contact in the area of employment is 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 (Morbilli)
- (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 (as defined by the World Health Organisation in any one (1) year)

9.19.2 Infectious Diseases Leave is granted provided that:

- (a) a medical certificate stating the nature of the illness accompanies any application for leave with pay under the provisions of this sub-clause;
- (b) that leave is taken in accordance with this sub-clause must not be debited against normal personal/carer's leave entitlements; and
- (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 (2) months preceding the employee's absence.

## **PART 10 – CONDITIONS SPECIFIC TO SCHOOL NURSES**

### **10.1 Conditions of Service**

10.1.1 Nurses must be on duty during school operating periods.

- (a) The ordinary hour's duty for nurses are 38 hours per week i.e. Mondays to Fridays.
- (b) Nurses are granted six (6) weeks annual leave on the completion of 12 months continuous service and for each 12 months continuous service thereafter.
- (c) Provided that, in addition to their daily hours of work, a nurse must work a further one (1) hour and six (6) 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 must be taken during school closure periods in consultation with College Management.
- (e) The additional hours accrued under this sub-clause must be acquitted before nurses can avail themselves of either: long service leave; annual leave; or LWOP.
- (f) The use of the term 'a current school year' means: five (5) working days prior to the beginning of the current school year to five (5) 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.

**10.2 On-call and Recall allowance****10.2.1 On-Call Allowance**

The on-call allowance conditions are provided in sub-clause 16.4 of the *Educational Services (Schools) General Staff Award 2020*, or its successor, and will apply to school nurses.

**10.2.2 Recall Allowance**

The re-call allowance conditions are provided in sub-clause 16.4 of the *Educational Services (Schools) General Staff Award 2020*, or its successor, and will apply to school nurses.

**10.3 Overtime**

The overtime rates and conditions as provided in clause 21 of the *Educational Services (Schools) General Staff Award 2020* (MA000076), as varied from time to time, will apply to school nurses.

**10.4 Study Leave**

10.4.1 Nurses , after the first 12 months of employment, are 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.

10.4.2 Nothing in this clause prevents Nurses from applying to participate in the Deferred Salary Scheme (clause 4.9), provided that they meet the requirements of that clause.

**10.5 Immunisation**

10.5.1 The immunisation costs for the school nurse to be immunised against Influenza; Hepatitis B and Hepatitis C must be met by the employer.

**10.6 Workplace**

10.6.1 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 employees are not supplied by the organisation involved.

10.6.2 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.

10.6.3 Nurses will have access to a school car. If a car is not available for infirmary business and the school nurses personal car is used, the vehicle allowance as provided at sub-clause 16.8 of the *Educational Services (Schools) General Staff Award 2020* (MA000076) , or its successor, will apply.

10.6.4 Catholic Schools will install an emergency alarm system in the infirmary within six (6) months of approval of this Agreement.

**PART 11 – CONDITIONS SPECIFIC TO MISCELLANEOUS EMPLOYEES****11.1 General Conditions**

- 11.1.1 The benchmark for evaluating the appropriate employment level - for grounds maintenance officers will be the descriptions used for the Physical Scale Levels 1 to 3 as set out in clause 11.2 below.
- 11.1.2 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.
- 11.1.3 An employee who has worked a minimum of 40 weeks in a calendar year is entitled to six (6) weeks annual leave, with loading of 17.5% of salary paid on four (4) weeks only. Annual leave will be taken in consultation with College management and take into account the needs of the College.
- 11.1.4 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; and three (3) pairs of pants long leg or short leg.

**11.2 Grounds and Maintenance Classifications****11.2.1 Physical Level 1**

- (a) A person at this level:
  - (i) 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:
  - (ii) works under direct supervision either individually or in a team environment using established routines, methods and procedures;
  - (iii) exercises minimal judgement in deciding how tasks are to be performed.
- (b) This level will be used for training for employees being graded to Level 2 and Level 3 positions.

**11.2.2 Physical Level 2**

- (a) A person at this level:
  - (i) works either individually or in a team environment under general supervision;
  - (ii) performs a variety of manual tasks and/or operates plant, equipment and vehicles requiring more than a basic level of skill;
  - (iii) exercises judgement in deciding how tasks are to be performed;
  - (iv) exercises good communication and interpersonal skills where routine client liaison applies;
  - (v) may be expected to assist in the familiarisation of other employees with the typical duties required of their position.
- (b) Qualifications
 

Satisfactory completion of training/demonstrated competence in accordance with requirements for this level.

## (c) Typical duties whilst engaged at this level:

- (i) 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;
- (ii) operate vehicles and machinery, for example a tractor with attachments to perform tasks such as mowing and clearing fire breaks;
- (iii) 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;
- (iv) carry out minor repairs and maintenance to buildings and grounds, including:
- (v) minor repairs to boundary fences;
- (vi) erection of plaques and maintenance to monumental walls;
- (vii) assisting in the movement of furniture and machines;
- (viii) patrol and watch premises and sites to guard them against theft and fire; prepare basic written reports, for example security incident reports;
- (ix) perform maintenance work on buildings and surroundings of a *"handyman"* nature and undertake duties of a general nature such as:
  - (A) cleaning duties during school hours;
  - (B) placing rubbish bins around the premises and ensuring they are emptied as required;
  - (C) liaise with and generally monitor the work of outside contractors and report defects (this does not include the evaluation of technical or other standards or supervision of technical aspects of the work);
  - (D) secure the school premises;
  - (E) receive, unpack and distribute stores and undertake minor purchasing and collection of stores;
  - (F) perform cleaning functions;
  - (G) provide a tea beverage service;
  - (H) prepare, process and package food commodities.

## (d) Multiskilling/flexibility

- (i) 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.
- (ii) 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.

## (e) Training

Advancement to a higher level will be subject to:

- (i) satisfactory completion of training/competency assessment; and
- (ii) a vacant job being available and the normal selection process.

## 11.2.3 Physical Level 3

## (a) A person at this level:

- (i) 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
- (ii) performs tasks requiring some level of technical or specialised knowledge or skill; or
- (iii) operates vehicles/plant requiring skills obtained through considerable training and experience; or
- (iv) under limited supervision, oversees employees engaged on a variety of tasks. This will include the assignment and quality control of work;
- (v) exercises judgement in deciding how tasks are to be performed;
- (vi) placing rubbish bins around the premises and ensuring they are emptied as required;
- (vii) 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;
- (viii) 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.

## (b) Qualifications

Satisfactory completion of training/demonstrated competence in accordance with requirements for this level.

## (c) Typical duties whilst engaged at this level

- (i) oversee and direct the daily operations of cleaning employees across a range of facilities; control the issue of materials and equipment and assist with the general planning and organisation of work;
- (ii) oversee and direct catering employees performing the duties associated with Level 2;
- (iii) 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;
- (iv) oversee the general security operations and supervise security employees including performing basic report writing and implementing security procedures;
- (v) perform maintenance work on buildings and surroundings of a "*handyman*" nature and undertake duties of a general nature such as:
  - (A) cleaning duties during school hours;
  - (B) placing rubbish bins around the premises and ensuring they are emptied as required;
  - (C) 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;

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.

(d) 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 (3) separate recognised work areas and are designated by the Employer to be a "*multi-skilled*" 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 employers discretion.

## **PART 12 – CONDITIONS SPECIFIC TO CANTEEN EMPLOYEES**

### **12.1 Union Recognition and Union Membership**

- 12.1.1 For the duration of this Agreement, the Catholic Education Northern Territory recognises the Shop Distributive and Allied Employees' Association as being the Union that must have representation of employees covered by this Agreement.
- 12.1.2 Catholic Education Northern Territory must 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.
- 12.1.3 All new employees covered by this Agreement, must 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.
- 12.1.4 Catholic Education Northern Territory 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.
- 12.1.5 Catholic Education Northern Territory 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.

### **12.2 Retail Employees Classifications**

#### **12.2.1 Retail Employee 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).

#### 12.2.2 Retail Employee 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.

#### 12.2.3 Retail Employee 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 employees in a section of a retail establishment.

### PART 13 – CONDITIONS SPECIFIC TO FLEXIBLE LEARNING CENTRES

#### 13.1 Application of this Part

13.1.1 Clauses 13.2, 13.3, 13.4, 13.5, 13.6 and 13.7 will apply to employees in Flexible Learning Centres. In addition, such employees will receive the other benefits prescribed by this Agreement.

13.1.2 Where the provisions of the Agreement are inconsistent with clauses 13.2, 13.3, 13.4, 13.5, 13.6 and 13.7, these specific clauses will take precedence.

#### 13.2 Meal Breaks and Rest Pauses

13.2.1 The parties acknowledge the importance of providing appropriate breaks during the school day in order for Flexible Learning Centre (FLC) employees to access periods of physical and mental rest from work duties.

13.2.2 The Agreement provides arrangements for meal breaks for teachers, school officers and services employees.

13.2.3 Should the employer encounter difficulties in the provision of meal breaks or rest pauses in accordance with the Agreement due to the structure of a specific FLC activity or mobile program, such concerns will be reported to the relevant employee(s), and their representative if nominated by the employee, in order to develop a mutually agreed resolution. Such resolution will be recorded. The parties acknowledge that these arrangements may be varied in circumstances where the identified 'difficulty' is because of an operational matter occurring at short notice.

#### 13.3 Employer Directed Travel Time

13.3.1 The parties recognise the unique nature of work in Flexible Learning Centres and the need for flexibility when considering employees responsibilities where travel is required to attend excursions, for mobile programs and for other educational activities external to the FLC premises.

13.3.2 Subject to clause 13.3.3 below, travel time is regarded as paid time and included within an employee's ordinary hours in accordance with the arrangements contained in this position.

13.3.3 Travel between an employee's residence and their centre must not be regarded as travel time.

**13.3.4 Travel time for the purpose of this position is deemed:**

- (a) to have commenced either from the time of arrival at the FLC premises, or pick up of the first student, or after the expiry of the usual time of travel from the employee's residence to the FLC premises, whichever is the earliest; and
- (b) to have ceased from the time of leaving the FLC premises, or drop off of the last student, or after expiry the usual time of travel from the FLC premises to the employee's residence, whichever is the latest.

13.3.5 When traveling to or from an FLC to an excursion/activity destination, travel time is taken to include the time reasonably required to set up and pack up any materials.

13.3.6 In the case of teaching employees travelling with students for the purpose of student transport supervision only, travel time is deemed to be 'other duties' in accordance with the hours of duty arrangements contained in the Agreement and the Memorandum of Understanding on Teacher Work Practices.

13.3.7 Where an employee is required to use their car for work related travel, kilometric allowance is payable in accordance with the employer's administrative guidelines.

**13.4 Notice Periods for Christmas Closedown Arrangements**

13.4.1 Flexible Learning Centres (FLCs) have in place varied closedown arrangements over the Christmas period to cater for local circumstances and vacation care programs that may operate in particular centres.

13.4.2 The dates and leave arrangements for Christmas closedown periods must be confirmed in writing with relevant employees no later than the end of Term 3 of each year.

**13.5 Classifications and Levels**

13.5.1 The employer representative commits to undertake a joint review of the existing classification levels to ensure that all categories of employees are adequately catered for by such classifications.

13.5.2 This process will involve a review to inform the parties on the minimum Youth Worker classification level.

13.5.3 At the conclusion of the review the IEUA – QNT will be invited to engage in discussion around the outcomes of the review.

13.5.4 To complement the review process conducted by the parties, it is envisaged the employers and the IEUA – QNT will discuss possible amendments to the existing classifications in the collective agreement.

**13.6 Teaching Planning and Collaboration Time**

13.6.1 The parties recognise the unique circumstances under which the employees at the Flexi Learning Centres (FLC) operate. The parties recognise the requirement for continued compliance with the provisions contained in clause 6.13 (Scheduled Face-to-face teaching); and the Memorandum of Understanding on Teacher Work Practices.



- 13.6.2 The parties agree that Planning, Preparation and Correction Time (PPCT) as defined does not reflect the full range of teaching and learning practices within FLCs. The parties agree that for the purposes of FLCs, the PPCT duties may also include any or all duties contained within clause 13.6.7 of this clause (clause 13.6) so that the time used for the purposes of planning and collaborating with other employees in lesson preparation for young people should be identified as Planning and Collaboration (PAC) Time. Such PAC time, as prescribed by this clause (clause 13.6), will apply in lieu of PPCT as provided.
- 13.6.3 FLC employers will provide a minimum entitlement equivalent to 20% of maximum contact time (255 minutes or four (4) hours 15 minutes per week) allocated for PAC time in lieu of PPCT. A PAC entitlement of 255 minutes or four (4) hours 15 minutes per week is provided to FLC teachers regardless of their individual teaching contact time.
- 13.6.4 PAC is provided for teachers to undertake both individual and collaborative duties.
- 13.6.5 It is acknowledged that from time to time, where circumstances which are beyond the control of the employer, a teacher may be unable to access the minimum weekly PAC time. Both parties acknowledge the need for flexibility in such circumstances and timely consultation will occur at the FLC to ensure the provision of minimum PAC.
- 13.6.6 Consistent with the parties' flexible approach to PAC arrangements, PAC may be aggregated for periods up to one (1) school term to provide more effective use of such time. Such aggregation arrangements is prospective and by mutual agreement with the teacher involved.
- 13.6.7 Duties undertaken within PAC may include:
- (a) Personal unit and lesson planning and preparation;
  - (b) Marking
  - (c) Report writing;
  - (d) IEP or PLP writing (where undertaken in the absence of students);
  - (e) Reporting relating to traumatic events or census requirements;
  - (f) Collaborative unit and lesson planning;
  - (g) Morning employee briefings relevant to teaching and learning;
  - (h) Debrief discussions;
  - (i) Curriculum, teaching and learning and/or pastoral care planning sessions;
  - (j) Student Reviews (Case Management)
  - (k) Professional supervision activities directly related to the education or wellbeing of Young People
  - (l) Sessions conducted within strategic planning/School Improvement that directly relate to planning for curriculum, teaching, learning and/or pastoral care of Young People.

**13.7 Positions of Leadership****13.7.1 Associate Head of Campus/Head of Wellbeing for FLCs**

- (a) An Associate Head of Campus and/or Head of Wellbeing may be appointed at the sole discretion of the employer in centres with a Head of Campus.
- (b) Where a decision is made to employ an Associate Head of Campus and/or Head of Wellbeing, such position and duties will be nominated at the point of recruitment and specified in the relevant position description and will include specific campus tasks. This position will be responsible for the carriage of the Head of Campus duties when the Head of Campus is temporarily absent (up to four (4) weeks) from the centre and otherwise unable to fulfil the role.
- (c) Upon appointment, this employee will receive a fortnightly allowance as prescribed in Schedule 2 – Allowances of this Agreement.

**13.7.2 Teacher in Charge/Deputiser**

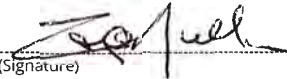
- (a) A Teacher in Charge/Deputiser position may be established at the sole discretion of the employer in centres without an Associate Head of Campus/Head of Wellbeing.
- (b) This position will be responsible for the carriage of the Principal/Head of Campus duties when the Principal/Head of Campus is temporarily absent (up to four (4) weeks) from the centre and otherwise unable to fulfil the role.
- (c) The Teacher in Charge/Deputiser is appointed for a maximum period of 12 months. Such appointment may be reviewed by the employing authority during the 12 months period or at the conclusion of the appointment.
- (d) A Teacher in Charge/Deputiser is paid an agreed allowance on a fortnightly basis.

**PART 14 – 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

  
(Signature)

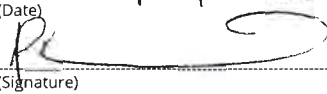
Greg O'Mullane

(Full Name)

DIRECTOR, CATHOLIC EDUCATION NORTHERN TERRITORY

(Position)

20/12/2022  
(Date)

  
(Signature)

In the presence of -

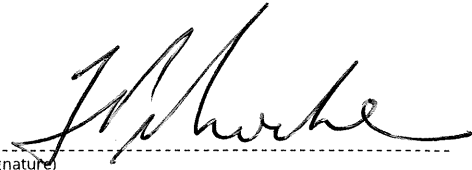
Philip Izak Howard  
(Full Name)

Snr HR Advisor  
(Position)

**Signed for and on behalf of the Independent Education  
Union of Australia - Queensland and Northern Territory  
Branch**

**ABN 74 662 601 045**

346 Turbot Street  
SPRING HILL QLD 4000



(Signature)

Terence P. Burke

(Full Name)

BRANCH SECRETARY

(Position)

21 DECEMBER 2022

(Date)

In the presence of -



(Signature)

Monique Roosen

(Full Name)

INDUSTRIAL SERVICES OFFICER

(Position)

Signed for and on behalf of the United Workers Union -  
~~Northern Territory Branch~~

ABN ~~45 554 619 631~~ 52 728 088 684

~~Level 1, 38 Woods Street~~  
~~DARWIN NT 0800~~

833 Bourke Street, Docklands Vic 3008

In the presence of -



(Signature)

Godfrey Moase

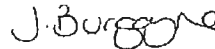
(Full Name)

Director

(Position)

21/12/2022

(Date)



(Signature)

Jenny Burgoyne

(Full Name)

Paralegal

(Position)

Signed for and on behalf of Australian Nursing and  
Midwifery Federation (NT Branch)

ABN 85 434 337 677

16 Caryota Court  
Coconut Grove, NT 0810

In the presence of -



(Signature)

Catherine Hatcher

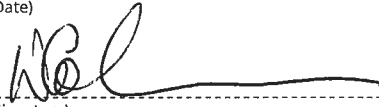
(Full Name)

ANMF NT Branch Secretary

(Position)

21 / 12 / 2022

(Date)



(Signature)

Wendy Coleman

(Full Name)

ANMF NT Branch Organiser

(Position)

**SCHEDULE 1 – SALARIES AND WAGES**

Table 1 – Salaries and Wages

CLASSIFICATION		P/A (\$)	F/N (\$)	Hr (\$)	Casual (\$)	P/A (\$)	F/N (\$)	Hr (\$)	Casual (\$)	P/A (\$)	F/N (\$)	Hr (\$)	Casual (\$)
		As From 03/03/2022				As From 03/03/2023				As From 03/03/2024			
TEACHERS, INCLUDING EXTRAS													
CT1		79,744.00	3,056.4831	50.9414		82,375.00	3,157.3470	52.6225		85,094.00	3,261.5395	54.3590	
CT2		83,743.00	3,209.7694	53.4962		86,506.00	3,315.6918	55.2615		89,361.00	3,425.1096	57.0852	
CT3		87,744.00	3,363.1351	56.0523		90,640.00	3,474.1186	57.9020		93,631.00	3,588.7645	59.8127	
CT4		91,743.00	3,516.4214	58.6070		94,771.00	3,632.4633	60.5411		97,898.00	3,752.3346	62.5389	
CT5		95,743.00	3,669.7077	61.1618		98,902.00	3,790.8081	63.1801		102,166.00	3,915.9048	65.2651	
CT6		102,364.00	3,923.4791	65.3913		105,742.00	4,052.9539	67.5492		109,231.00	4,186.7014	69.7784	
CT7		106,365.00	4,076.8448	67.9474		109,875.00	4,211.3807	70.1897		113,501.00	4,350.3563	72.5059	
CT8		110,363.00	4,230.0914	70.5015		114,005.00	4,369.6844	72.8281		117,767.00	4,513.8840	75.2314	
CT9		114,363.00	4,383.4174	73.0570		118,137.00	4,528.0702	75.4678		122,036.00	4,677.4965	77.9583	
POSITIONS OF SENIOR LEADERSHIP													
Assistant Principal/ Assistant Principal Religious Education/ Campus Administrator	Primary	126,282.00	4,840.2422	80.6707	100.8384	130,449.00	4,999.9702	83.3328	104.1660	134,754.00	5,164.9692	86.0828	107.6035
	Secondary	127,198.00	4,875.3572	81.2560	101.5699	131,396.00	5,036.2440	83.9374	104.9218	135,732.00	5,202.4401	86.7073	108.3842
Deputy Principal		135,720.00	5,202.0006	86.7000	108.3750	140,199.00	5,373.6666	89.5611	111.9514	144,826.00	5,550.9976	92.5166	115.6458
VET TEACHERS													
T1		61,396.00	2,353.2329	39.2205	49.0257	63,422.00	2,430.8896	40.5148	50.6435	65,515.00	2,511.1090	41.8518	52.3148
T2		63,400.00	2,430.0403	40.5007	50.6258	65,492.00	2,510.2316	41.8372	52.2965	67,653.00	2,593.0692	43.2178	54.0223
T3		67,241.00	2,577.2897	42.9548	53.6935	69,460.00	2,662.3403	44.3723	55.4654	71,753.00	2,750.1975	45.8366	57.2958
T4		71,080.00	2,724.4331	45.4072	56.7590	73,426.00	2,814.3394	46.9057	58.6321	75,849.00	2,907.2126	48.4535	60.5669
T5		74,922.00	2,871.6825	47.8614	59.8267	77,395.00	2,966.4480	49.4408	61.8010	79,949.00	3,064.3408	51.0723	63.8404
T6		79,129.00	3,032.9355	50.5489	63.1862	81,741.00	3,133.0224	52.2170	65.2713	84,438.00	3,236.4121	53.9402	67.4253
T7		81,892.00	3,138.8109	52.3135	65.3919	84,594.00	3,242.3917	54.0399	67.5498	87,386.00	3,349.3906	55.8232	69.7790
T8		85,133.00	3,263.0393	54.3840	67.9800	87,942.00	3,370.7196	56.1787	70.2233	90,844.00	3,481.9533	58.0326	72.5407
T9		88,972.00	3,410.1827	56.8364	71.0455	91,908.00	3,522.7187	58.7120	73.3900	94,941.00	3,638.9684	60.6495	75.8118

## CATHOLIC SCHOOLS (NORTHERN TERRITORY) COLLECTIVE ENTERPRISE AGREEMENT 2022

CLASSIFICATION		P/A (\$)	F/N (\$)	Hr (\$)	Casual (\$)	P/A (\$)	F/N (\$)	Hr (\$)	Casual (\$)	P/A (\$)	F/N (\$)	Hr (\$)	Casual (\$)
SCHOOL OFFICER - ADMINISTRATION, LIBRARY, FINANCE, LITERATURE PRODUCTION													
Level 1	Step 1	57,640.47	2,209.3783	29.8565	38.2163	59,542.61	2,282.2878	30.8417	39.4774	61,507.51	2,357.6033	31.8595	40.7802
	Step 2	59,165.48	2,267.8325	30.6464	39.2274	61,117.94	2,342.6710	31.6577	40.5219	63,134.83	2,419.9791	32.7024	41.8591
	Step 3	60,734.78	2,327.9841	31.4592	40.2678	62,739.03	2,404.8076	32.4974	41.5967	64,809.41	2,484.1663	33.5698	42.9694
Level 2	Step 1	62,340.05	2,389.5149	32.2907	41.3321	64,397.28	2,468.3689	33.3563	42.6961	66,522.39	2,549.8251	34.4571	44.1051
	Step 2	63,997.92	2,453.0613	33.1495	42.4313	66,109.85	2,534.0123	34.2434	43.8316	68,291.47	2,617.6347	35.3734	45.2780
	Step 3	65,694.53	2,518.0929	34.0283	43.5562	67,862.45	2,601.1900	35.1512	44.9936	70,101.91	2,687.0293	36.3112	46.4783
	Step 4	67,432.65	2,584.7159	34.9286	44.7086	69,657.93	2,670.0115	36.0812	46.1840	71,956.64	2,758.1219	37.2719	47.7081
	Step 5	69,223.37	2,653.3545	35.8561	45.8959	71,507.74	2,740.9152	37.0394	47.4104	73,867.49	2,831.3654	38.2617	48.9750
	Step 6	71,058.36	2,723.6905	36.8066	47.1125	73,403.29	2,813.5723	38.0212	48.6672	75,825.60	2,906.4202	39.2759	50.2732
Level 3	Step 1	69,223.37	2,653.3545	35.8561	45.8959	71,507.74	2,740.9152	37.0394	47.4104	73,867.49	2,831.3654	38.2617	48.9750
	Step 2	71,058.36	2,723.6905	36.8066	47.1125	73,403.29	2,813.5723	38.0212	48.6672	75,825.60	2,906.4202	39.2759	50.2732
	Step 3	72,937.64	2,795.7239	37.7801	48.3585	75,344.58	2,887.9828	39.0268	49.9543	77,830.95	2,983.2862	40.3147	51.6028
	Step 4	74,872.28	2,869.8791	38.7822	49.6412	77,343.06	2,964.5851	40.0620	51.2793	79,895.38	3,062.4164	41.3840	52.9715
	Step 5	76,856.73	2,945.9438	39.8101	50.9569	79,393.00	3,043.1599	41.1238	52.6384	82,012.97	3,143.5842	42.4809	54.3755
	Step 6	78,888.23	3,023.8120	40.8623	52.3038	81,491.54	3,123.5978	42.2108	54.0298	84,180.76	3,226.6765	43.6037	55.8128
Level 4	Step 1	76,856.73	2,945.9438	39.8101	50.9569	79,393.00	3,043.1599	41.1238	52.6384	82,012.97	3,143.5842	42.4809	54.3755
	Step 2	78,893.77	3,024.0242	40.8652	52.3074	81,497.26	3,123.8170	42.2137	54.0336	84,186.67	3,226.9030	43.6068	55.8167
	Step 3	80,980.63	3,104.0142	41.9461	53.6911	83,652.99	3,206.4467	43.3304	55.4629	86,413.54	3,312.2594	44.7603	57.2931
	Step 4	83,128.37	3,186.3381	43.0586	55.1150	85,871.61	3,291.4873	44.4796	56.9338	88,705.38	3,400.1064	45.9474	58.8127
	Step 5	85,337.01	3,270.9959	44.2026	56.5794	88,153.13	3,378.9388	45.6613	58.4465	91,062.19	3,490.4438	47.1682	60.3752
	Step 6	87,592.70	3,357.4572	45.3710	58.0749	90,483.26	3,468.2533	46.8683	59.9914	93,469.21	3,582.7057	48.4149	61.9711
Level 5	Step 1	89,341.90	3,424.5045	46.2771	59.2347	92,290.18	3,537.5131	47.8042	61.1894	95,335.75	3,654.2510	49.3818	63.2087
	Step 2	91,132.61	3,493.1431	47.2046	60.4219	94,139.99	3,608.4168	48.7624	62.4159	97,246.61	3,727.4946	50.3715	64.4756
	Step 3	92,948.23	3,562.7365	48.1451	61.6257	96,015.52	3,680.3068	49.7339	63.6594	99,184.04	3,801.7569	51.3751	65.7601
	Step 4	94,802.60	3,633.8151	49.1056	62.8552	97,931.09	3,753.7310	50.7261	64.9294	101,162.81	3,877.6041	52.4001	67.0721
	Step 5	96,632.06	3,703.9390	50.0532	64.0681	99,820.92	3,826.1690	51.7050	66.1824	103,115.01	3,952.4326	53.4113	68.3664
	Step 6	98,635.89	3,780.7463	51.0912	65.3967	101,890.87	3,905.5109	52.7772	67.5548	105,253.27	4,034.3928	54.5188	69.7841
Level 6	Step 1	96,632.06	3,703.9390	50.0532	64.0681	99,820.92	3,826.1690	51.7050	66.1824	103,115.01	3,952.4326	53.4113	68.3664
	Step 2	98,635.89	3,780.7463	51.0912	65.3967	101,890.87	3,905.5109	52.7772	67.5548	105,253.27	4,034.3928	54.5188	69.7841
	Step 3	100,612.04	3,856.4928	52.1148	66.7069	103,932.24	3,983.7571	53.8346	68.9082	107,362.00	4,115.2211	55.6111	71.1822



CATHOLIC SCHOOLS (NORTHERN TERRITORY) COLLECTIVE ENTERPRISE AGREEMENT 2022

CLASSIFICATION		P/A (\$)	F/N (\$)	Hr (\$)	Casual (\$)	P/A (\$)	F/N (\$)	Hr (\$)	Casual (\$)	P/A (\$)	F/N (\$)	Hr (\$)	Casual (\$)
	Step 4	102,621.40	3,933.5123	53.1556	68.0391	106,007.91	4,063.3182	54.9097	70.2844	109,506.17	4,197.4077	56.7217	72.6038
<b>SCHOOL OFFICER - INFORMATION TECHNOLOGY</b>													
Level 2	Step 1	62,345.59	2,389.7270	32.2936	41.3358	64,402.99	2,468.5880	33.3593	42.6999	66,528.29	2,550.0514	34.4602	44.1090
	Step 2	63,992.38	2,452.8491	33.1466	42.4277	66,104.13	2,533.7931	34.2404	43.8278	68,285.57	2,617.4083	35.3704	45.2741
	Step 3	65,691.76	2,517.9868	34.0268	43.5544	67,859.59	2,601.0804	35.1497	44.9917	70,098.95	2,686.9161	36.3097	46.4764
	Step 4	67,432.65	2,584.7159	34.9286	44.7086	69,657.93	2,670.0115	36.0812	46.1840	71,956.64	2,758.1219	37.2719	47.7081
	Step 5	69,223.37	2,653.3545	35.8561	45.8959	71,507.74	2,740.9152	37.0394	47.4104	73,867.49	2,831.3654	38.2617	48.9750
	Step 6	71,055.59	2,723.5844	36.8052	47.1106	73,400.43	2,813.4627	38.0198	48.6653	75,822.64	2,906.3070	39.2744	50.2713
Level 3	Step 1	69,223.37	2,653.3545	35.8561	45.8959	71,507.74	2,740.9152	37.0394	47.4104	73,867.49	2,831.3654	38.2617	48.9750
	Step 2	71,055.59	2,723.5844	36.8052	47.1106	73,400.43	2,813.4627	38.0198	48.6653	75,822.64	2,906.3070	39.2744	50.2713
	Step 3	72,937.64	2,795.7239	37.7801	48.3585	75,344.58	2,887.9828	39.0268	49.9543	77,830.95	2,983.2862	40.3147	51.6028
	Step 4	74,875.04	2,869.9851	38.7836	49.6430	77,345.92	2,964.6946	40.0634	51.2812	79,898.33	3,062.5295	41.3855	52.9735
	Step 5	76,853.96	2,945.8377	39.8086	50.9550	79,390.14	3,043.0503	41.1223	52.6365	82,010.01	3,143.4710	42.4793	54.3736
	Step 6	78,893.77	3,024.0242	40.8652	52.3074	81,497.26	3,123.8170	42.2137	54.0336	84,186.67	3,226.9030	43.6068	55.8167
Level 4	Step 1	76,853.96	2,945.8377	39.8086	50.9550	79,390.14	3,043.0503	41.1223	52.6365	82,010.01	3,143.4710	42.4793	54.3736
	Step 2	78,893.77	3,024.0242	40.8652	52.3074	81,497.26	3,123.8170	42.2137	54.0336	84,186.67	3,226.9030	43.6068	55.8167
	Step 3	80,977.86	3,103.9081	41.9447	53.6892	83,650.13	3,206.3371	43.3289	55.4610	86,410.58	3,312.1462	44.7587	57.2912
	Step 4	83,128.37	3,186.3381	43.0586	55.1150	85,871.61	3,291.4873	44.4796	56.9338	88,705.38	3,400.1064	45.9474	58.8127
	Step 5	85,337.01	3,270.9959	44.2026	56.5794	88,153.13	3,378.9388	45.6613	58.4465	91,062.19	3,490.4438	47.1682	60.3752
	Step 6	87,592.70	3,357.4572	45.3710	58.0749	90,483.26	3,468.2533	46.8683	59.9914	93,469.21	3,582.7057	48.4149	61.9711
Level 5	Step 1	89,341.90	3,424.5045	46.2771	59.2347	92,290.18	3,537.5131	47.8042	61.1894	95,335.75	3,654.2510	49.3818	63.2087
	Step 2	91,132.61	3,493.1431	47.2046	60.4219	94,139.99	3,608.4168	48.7624	62.4159	97,246.61	3,727.4946	50.3715	64.4756
	Step 3	92,945.46	3,562.6304	48.1437	61.6239	96,012.66	3,680.1972	49.7324	63.6575	99,181.08	3,801.6437	51.3736	65.7582
	Step 4	95,284.19	3,652.2744	49.3551	63.1745	98,428.57	3,772.7995	50.9838	65.2592	101,676.71	3,897.3019	52.6662	67.4128
	Step 5	97,669.96	3,743.7218	50.5908	64.7563	100,893.07	3,867.2646	52.2603	66.8932	104,222.54	3,994.8843	53.9849	69.1007
<b>SCHOOL OFFICER - TEACHER ASSISTANT</b>													
Level 1	Step 1	52,910.44	2,028.0747	27.4064	35.0802	54,656.49	2,095.0012	28.3108	36.2379	56,460.15	2,164.1362	29.2451	37.4337
	Step 2	54,460.36	2,087.4837	28.2092	36.1078	56,257.56	2,156.3707	29.1401	37.2994	58,114.05	2,227.5309	30.1018	38.5303
	Step 3	56,007.52	2,146.7867	29.0106	37.1336	57,855.77	2,217.6307	29.9680	38.3590	59,765.01	2,290.8125	30.9569	39.6249
Level 2	Step 1	57,551.90	2,205.9835	29.8106	38.1576	59,451.12	2,278.7810	30.7943	39.4168	61,413.01	2,353.9808	31.8106	40.7175
	Step 2	59,168.25	2,267.9386	30.6478	39.2292	61,120.80	2,342.7806	31.6592	40.5238	63,137.79	2,420.0924	32.7040	41.8611

CATHOLIC SCHOOLS (NORTHERN TERRITORY) COLLECTIVE ENTERPRISE AGREEMENT 2022

CLASSIFICATION		P/A (\$)	F/N (\$)	Hr (\$)	Casual (\$)	P/A (\$)	F/N (\$)	Hr (\$)	Casual (\$)	P/A (\$)	F/N (\$)	Hr (\$)	Casual (\$)
	Step 3	60,792.90	2,330.2119	31.4894	40.3064	62,799.06	2,407.1089	32.5285	41.6365	64,871.43	2,486.5435	33.6019	43.0105
Level 3	Step 1	62,414.78	2,392.3792	32.3294	41.3817	64,474.47	2,471.3277	33.3963	42.7473	66,602.13	2,552.8815	34.4984	44.1580
	Step 2	63,776.50	2,444.5743	33.0348	42.2845	65,881.12	2,525.2453	34.1249	43.6799	68,055.20	2,608.5784	35.2511	45.1214
	Step 3	65,185.27	2,498.5728	33.7645	43.2186	67,336.38	2,581.0257	34.8787	44.6448	69,558.48	2,666.1995	36.0297	46.1180
Level 4	Step 1	66,524.84	2,549.9192	34.4584	44.1067	68,720.16	2,634.0665	35.5955	45.5622	70,987.93	2,720.9907	36.7701	47.0658
	Step 2	67,869.95	2,601.4777	35.1551	44.9985	70,109.66	2,687.3265	36.3152	46.4835	72,423.28	2,776.0083	37.5136	48.0174
	Step 3	69,278.72	2,655.4762	35.8848	45.9326	71,564.92	2,743.1069	37.0690	47.4483	73,926.56	2,833.6294	38.2923	49.0141
<b>SCHOOL OFFICER - INCLUSION SUPPORT ASSISTANT</b>													
Level 2	Step 1	50,055.54	1,918.6453	25.9276	33.1874	51,707.37	1,981.9606	26.7833	34.2826	53,413.71	2,047.3653	27.6671	35.4139
	Step 2	51,432.55	1,971.4266	26.6409	34.1004	53,129.82	2,036.4837	27.5201	35.2257	54,883.11	2,103.6877	28.4282	36.3881
	Step 3	52,828.76	2,024.9439	27.3641	35.0261	54,572.11	2,091.7670	28.2671	36.1819	56,372.99	2,160.7953	29.1999	37.3759
	Step 4	54,205.77	2,077.7251	28.0774	35.9390	55,994.56	2,146.2900	29.0039	37.1250	57,842.38	2,217.1176	29.9610	38.3501
Level 3	Step 1	55,850.50	2,140.7683	28.9293	37.0295	57,693.57	2,211.4137	29.8840	38.2515	59,597.46	2,284.3904	30.8701	39.5138
	Step 2	57,526.30	2,205.0022	29.7973	38.1406	59,424.67	2,277.7673	30.7806	39.3992	61,385.68	2,352.9336	31.7964	40.6994
	Step 3	59,250.96	2,271.1089	30.6907	39.2840	61,206.24	2,346.0555	31.7035	40.5804	63,226.05	2,423.4753	32.7497	41.9196
	Step 4	61,028.54	2,339.2441	31.6114	40.4626	63,042.48	2,416.4392	32.6546	41.7979	65,122.88	2,496.1817	33.7322	43.1772
<b>SCHOOL OFFICER - ABORIGINAL AND ISLANDER EDUCATION WORKER</b>													
Level 2	Step 1	67,429.89	2,584.6098	34.9272	44.7068	69,655.07	2,669.9019	36.0798	46.1821	71,953.69	2,758.0087	37.2704	47.7061
	Step 2	69,223.37	2,653.3545	35.8561	45.8959	71,507.74	2,740.9152	37.0394	47.4104	73,867.49	2,831.3654	38.2617	48.9750
	Step 3	71,055.59	2,723.5844	36.8052	47.1106	73,400.43	2,813.4627	38.0198	48.6653	75,822.64	2,906.3070	39.2744	50.2713
	Step 4	72,937.64	2,795.7239	37.7801	48.3585	75,344.58	2,887.9828	39.0268	49.9543	77,830.95	2,983.2862	40.3147	51.6028
Level 3	Step 1	74,875.04	2,869.9851	38.7836	49.6430	77,345.92	2,964.6946	40.0634	51.2812	79,898.33	3,062.5295	41.3855	52.9735
	Step 2	76,856.73	2,945.9438	39.8101	50.9569	79,393.00	3,043.1599	41.1238	52.6384	82,012.97	3,143.5842	42.4809	54.3755
	Step 3	78,885.46	3,023.7059	40.8609	52.3019	81,488.68	3,123.4882	42.2093	54.0279	84,177.81	3,226.5633	43.6022	55.8108
	Step 4	80,977.86	3,103.9081	41.9447	53.6892	83,650.13	3,206.3371	43.3289	55.4610	86,410.58	3,312.1462	44.7587	57.2912
Level 4	Step 1	83,128.37	3,186.3381	43.0586	55.1150	85,871.61	3,291.4873	44.4796	56.9338	88,705.38	3,400.1064	45.9474	58.8127
	Step 2	85,331.48	3,270.7837	44.1998	56.5757	88,147.42	3,378.7196	45.6584	58.4427	91,056.28	3,490.2173	47.1651	60.3713
	Step 3	87,465.39	3,352.5772	45.3051	57.9905	90,351.74	3,463.2122	46.8002	59.9042	93,333.35	3,577.4982	48.3446	61.8810
<b>EARLY YEARS, SCHOOL AGE EDUCATION &amp; CARE EDUCATORS</b>													

CATHOLIC SCHOOLS (NORTHERN TERRITORY) COLLECTIVE ENTERPRISE AGREEMENT 2022

CLASSIFICATION		P/A (\$)	F/N (\$)	Hr (\$)	Casual (\$)	P/A (\$)	F/N (\$)	Hr (\$)	Casual (\$)	P/A (\$)	F/N (\$)	Hr (\$)	Casual (\$)
Assistant / Educator - Level 1 (without Qualification)	Pay point 1 (Year 1, ≤ 6 months)	48,775.47	1,869.5800	24.5997	30.7496	50,385.06	1,931.2761	25.4115	31.7644	52,047.77	1,995.0082	26.2501	32.8126
	Pay point 2 (Year 1, > 6 months)	50,181.47	1,923.4725	25.3088	31.6360	51,837.46	1,986.9471	26.1440	32.6800	53,548.10	2,052.5164	27.0068	33.7585
	Year 2	51,593.01	1,977.5771	26.0208	32.5260	53,295.58	2,042.8371	26.8794	33.5993	55,054.33	2,110.2507	27.7665	34.7081
Assistant / Educator - Level 1 (with Qualification)	Year 1	58,697.74	2,249.9037	29.6040	37.0050	60,634.76	2,324.1505	30.5809	38.2261	62,635.71	2,400.8475	31.5901	39.4876
	Year 2	61,628.75	2,362.2504	31.0822	38.8528	63,662.50	2,440.2047	32.1080	40.1350	65,763.36	2,520.7315	33.1675	41.4594
	Year 3	64,568.07	2,474.9153	32.5647	40.7059	66,698.81	2,556.5875	33.6393	42.0491	68,899.87	2,640.9549	34.7494	43.4368
Assistant / Educator - Level 2	Year 1	66,322.80	2,542.1748	33.4497	41.8121	68,511.45	2,626.0666	34.5535	43.1919	70,772.33	2,712.7268	35.6938	44.6173
	Year 2	68,083.06	2,609.6464	34.3375	42.9219	70,329.81	2,695.7647	35.4706	44.3383	72,650.69	2,784.7249	36.6411	45.8014
	Year 3	69,851.64	2,677.4363	35.2294	44.0368	72,156.74	2,765.7917	36.3920	45.4900	74,537.91	2,857.0628	37.5929	46.9911
	Year 4	71,199.51	2,729.1009	35.9092	44.8865	73,549.10	2,819.1612	37.0942	46.3678	75,976.22	2,912.1935	38.3183	47.8979
Team Leader	Year 1	72,370.26	2,773.9760	36.4997	45.6246	74,758.48	2,865.5172	37.7042	47.1303	77,225.51	2,960.0793	38.9484	48.6855
	Year 2	73,601.89	2,821.1849	37.1209	46.4011	76,030.76	2,914.2840	38.3458	47.9323	78,539.77	3,010.4554	39.6113	49.5141
	Year 3	74,833.53	2,868.3938	37.7420	47.1775	77,303.03	2,963.0508	38.9875	48.7344	79,854.03	3,060.8315	40.2741	50.3426
Assistant Director	Year 1	77,241.44	2,960.6900	38.9564	48.6955	79,790.41	3,058.3928	40.2420	50.3025	82,423.49	3,159.3198	41.5700	51.9625
	Year 2	77,534.82	2,971.9352	39.1044	48.8805	80,093.47	3,070.0091	40.3949	50.4936	82,736.55	3,171.3194	41.7279	52.1599
	Year 3	79,239.73	3,037.2851	39.9643	49.9554	81,854.64	3,137.5155	41.2831	51.6039	84,555.84	3,241.0535	42.6454	53.3068
Assistant Director - Teacher (Minimum)		79,331.07	3,040.7860	40.0103	50.0129	81,948.99	3,141.1319	41.3307	51.6634	84,653.31	3,244.7893	42.6946	53.3683
Director	Teacher (Minimum)	83,742.81	3,209.8895	42.2354	52.7943	86,506.32	3,315.8159	43.6292	54.5365	89,361.03	3,425.2378	45.0689	56.3361
	Non-Teacher (Minimum)	83,742.81	3,209.8895	42.2354	52.7943	86,506.32	3,315.8159	43.6292	54.5365	89,361.03	3,425.2378	45.0689	56.3361
<b>BOARDING SUPERVISION EMPLOYEES</b>													
House Parent	Year 1	62,464.60	2,394.2888	32.3553	41.4147	64,525.93	2,473.3003	33.4230	42.7814	66,655.29	2,554.9192	34.5259	44.1932
	Year 2	66,284.05	2,540.6895	34.3336	43.9471	68,471.42	2,624.5323	35.4667	45.3973	70,730.98	2,711.1419	36.6371	46.8954
	Year 3	70,100.73	2,686.9842	36.3106	46.4776	72,414.06	2,775.6547	37.5088	48.0113	74,803.72	2,867.2513	38.7466	49.5957
Team Leader	Year 1	72,754.97	2,788.7221	37.6854	48.2374	75,155.88	2,880.7499	38.9291	49.8292	77,636.03	2,975.8146	40.2137	51.4735
	Year 2	77,853.11	2,984.1353	40.3262	51.6175	80,422.26	3,082.6118	41.6569	53.3209	83,076.19	3,184.3380	43.0316	55.0804
Deputy Director of Boarding		90,036.60	3,451.1325	46.6369	59.6953	93,007.80	3,565.0199	48.1759	61.6652	96,077.06	3,682.6656	49.7658	63.7002

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Director of Boarding		102,018.04	3,910.3853	52.8430	67.6391	105,384.64	4,039.4280	54.5869	69.8712	108,862.33	4,172.7291	56.3882	72.1769
<b>RETAIL EMPLOYEES</b>													
Retail Worker	Grade 1	53,948.34	2,067.8576	27.2087	34.0108	55,728.63	2,136.0969	28.1065	35.1332	57,567.68	2,206.5881	29.0341	36.2926
	Grade 2	55,561.92	2,129.7066	28.0225	35.0281	57,395.46	2,199.9869	28.9472	36.1840	59,289.51	2,272.5865	29.9025	37.3781
	Grade 3	58,371.15	2,237.3854	29.4393	36.7991	60,297.40	2,311.2191	30.4108	38.0135	62,287.21	2,387.4893	31.4143	39.2679
Junior Employees	Under 17 yrs of age	32,371.52	1,240.8110	16.3265	20.4081	33,439.78	1,281.7577	16.8652	21.0815	34,543.29	1,324.0557	17.4218	21.7772
	17 yrs of age	37,766.27	1,447.5938	19.0473	23.8091	39,012.56	1,495.3644	19.6758	24.5948	40,299.98	1,544.7114	20.3251	25.4064
	18 yrs of age	43,164.01	1,654.4908	21.7696	27.2120	44,588.42	1,709.0890	22.4880	28.1100	46,059.84	1,765.4889	23.2301	29.0376
	19 yrs of age	48,552.81	1,861.0451	24.4874	30.6093	50,155.05	1,922.4596	25.2955	31.6194	51,810.16	1,985.9007	26.1303	32.6628
	20 yrs of age	53,947.56	2,067.8279	27.2083	34.0103	55,727.83	2,136.0662	28.1061	35.1327	57,566.85	2,206.5564	29.0336	36.2920
<b>GROUND'S &amp; MAINTENANCE OFFICERS</b>													
Physical 1	Level 1	52,495.28	2,012.1616	26.4758	33.8890	54,227.63	2,078.5629	27.3495	35.0074	56,017.14	2,147.1555	28.2520	36.1626
	Level 2	53,167.84	2,037.9409	26.8150	34.3232	54,922.38	2,105.1929	27.6999	35.4559	56,734.82	2,174.6643	28.6140	36.6259
	Level 3	53,834.86	2,063.5080	27.1514	34.7538	55,611.41	2,131.6038	28.0474	35.9007	57,446.59	2,201.9467	28.9730	37.0854
Physical 2	Level 1	57,147.82	2,190.4947	28.8223	36.8925	59,033.69	2,262.7810	29.7734	38.1100	60,981.81	2,337.4528	30.7560	39.3676
	Level 2	57,823.14	2,216.3801	29.1629	37.3285	59,731.30	2,289.5206	30.1253	38.5603	61,702.44	2,365.0748	31.1194	39.8328
	Level 3	58,620.24	2,246.9333	29.5649	37.8431	60,554.71	2,321.0821	30.5406	39.0919	62,553.02	2,397.6778	31.5484	40.3819
Physical 3	Level 1	58,620.24	2,246.9333	29.5649	37.8431	60,554.71	2,321.0821	30.5406	39.0919	62,553.02	2,397.6778	31.5484	40.3819
	Level 2	59,420.11	2,277.5925	29.9683	38.3595	61,380.98	2,352.7531	30.9573	39.6253	63,406.55	2,430.3940	31.9789	40.9330
	Level 3	60,269.80	2,310.1614	30.3969	38.9080	62,258.70	2,386.3967	31.4000	40.1919	64,313.24	2,465.1478	32.4362	41.5183
<b>NURSES</b>													
		<b>9-Aug-21</b>				<b>9-Aug-22</b>				<b>9-Aug-23</b>			
NTPS Nurse 1 (Enrolled Nurse)	1.1	63,402.00	2,430.2350	31.9768	39.9710	65,621.00	2,515.2932	33.0960	41.3700	67,787.00	2,598.2979	34.1881	42.7352
	1.2	65,364.00	2,505.4333	32.9662	41.2078	67,652.00	2,593.1235	34.1200	42.6501	69,885.00	2,678.6966	35.2460	44.0575
	1.3	67,395.00	2,583.2640	33.9903	42.4879	69,754.00	2,673.6782	35.1800	43.9750	72,055.00	2,761.9096	36.3409	45.4261
	1.4	69,483.00	2,663.2949	35.0434	43.8042	71,915.00	2,756.5102	36.2699	45.3373	74,288.00	2,847.4750	37.4668	46.8335
	1.5	71,670.00	2,747.1367	36.1465	45.1832	74,179.00	2,843.2865	37.4117	46.7646	76,626.00	2,937.1150	38.6463	48.3078
NTPS Nurse 2	2.1	71,670.00	2,747.1367	36.1465	45.1832	74,179.00	2,843.2865	37.4117	46.7646	76,626.00	2,937.1150	38.6463	48.3078

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(Registered Nurse)	2.1	75,528.00	2,895.0190	38.0924	47.6154	78,172.00	2,996.3447	39.4256	49.2820	80,751.00	3,095.2241	40.7266	50.9083
	2.3	79,386.00	3,042.9012	40.0382	50.0477	82,165.00	3,149.4027	41.4395	51.7994	84,876.00	3,253.3330	42.8070	53.5088
	2.4	83,246.00	3,190.8620	41.9850	52.4813	86,160.00	3,302.5422	43.4545	54.3181	89,003.00	3,411.5261	44.8885	56.1106
	2.5	87,742.00	3,363.1818	44.2524	55.3155	90,813.00	3,480.8932	45.8012	57.2515	93,810.00	3,595.7627	47.3127	59.1408
	2.6	91,117.00	3,492.5591	45.9547	57.4434	94,306.00	3,614.7987	47.5631	59.4539	97,419.00	3,734.0871	49.1327	61.4159
	2.7	94,821.00	3,634.5088	47.8225	59.7781	98,139.00	3,761.7166	49.4963	61.8703	101,378.00	3,885.8532	51.1296	63.9121
NTPS Nurse 3 (Registered Nurse)	3.1	98,777.00	3,786.1628	49.8179	62.2724	102,234.00	3,918.6785	51.5616	64.4519	105,608.00	4,047.9949	53.2631	66.5789
	3.2	102,731.00	3,937.6988	51.8118	64.7648	106,326.00	4,075.5183	53.6252	67.0316	109,835.00	4,210.0104	55.3949	69.2436
	3.3	105,538.00	4,045.3103	53.2278	66.5347	109,232.00	4,186.8962	55.0907	68.8634	112,837.00	4,325.0638	56.9087	71.1359
NTPS Nurse - Level 4 (Registered Nurse)	4.1	109,920.00	4,213.2625	55.4377	69.2971	113,767.00	4,360.7267	57.3780	71.7225	117,521.00	4,504.6307	59.2715	74.0893
	4.2	113,771.00	4,360.8625	57.3798	71.7247	117,753.00	4,513.4927	59.3881	74.2351	121,638.00	4,662.4380	61.3479	76.6848
	4.3	118,092.00	4,526.5025	59.5592	74.4491	122,225.00	4,684.9301	61.6438	77.0548	126,259.00	4,839.5328	63.6781	79.5976
		<b>9-Aug-24</b>											
NTPS Nurse 1 (Enrolled Nurse)	1.1	70,024.00	2,684.0417	35.3163	44.1454								
	1.2	72,191.00	2,767.0936	36.4091	45.5114								
	1.3	74,433.00	2,853.0526	37.5402	46.9252								
	1.4	76,739.00	2,941.4417	38.7032	48.3790								
	1.5	79,155.00	3,034.0398	39.9216	49.9020								
NTPS Nurse 2 (Registered Nurse)	2.1	79,155.00	3,034.0398	39.9216	49.9020								
	2.1	83,416.00	3,197.3665	42.0706	52.5883								
	2.3	87,677.00	3,360.6930	44.2196	55.2746								
	2.4	91,940.00	3,524.1065	46.3698	57.9623								
	2.5	96,906.00	3,714.4229	48.8740	61.0925								
	2.6	100,633.00	3,857.3120	50.7541	63.4426								
	2.7	104,724.00	4,014.0864	52.8169	66.0212								
NTPS Nurse 3 (Registered Nurse)	3.1	109,093.00	4,181.5787	55.0208	68.7760								
	3.2	113,460.00	4,348.9407	57.2229	71.5286								
	3.3	116,560.00	4,467.7909	58.7867	73.4834								
NTPS Nurse -	4.1	121,400.00	4,653.2835	61.2274	76.5343								

CATHOLIC SCHOOLS (NORTHERN TERRITORY) COLLECTIVE ENTERPRISE AGREEMENT 2022

CLASSIFICATION		P/A (\$)	F/N (\$)	Hr (\$)	Casual (\$)	P/A (\$)	F/N (\$)	Hr (\$)	Casual (\$)	P/A (\$)	F/N (\$)	Hr (\$)	Casual (\$)
Level 4 (Registered Nurse)	4.2	125,652.00	4,816,2985	63.3723	79.2154								
	4.3	130,425.00	4,999.2374	65.7794	82.2243								

**Note:** The percentage increase for employees for 3 March 2024 or 9 August 2024 will be determined by the operation of clause 4.1.5.

Table 2 – Casual Teacher Rates

CLASSIFICATION		As From 03/03/2022			As From 03/03/2023			As From 03/03/2024		
SCHOOL TEACHERS										
(clause 6.1.2 (d))		Daily (\$)	Half-Day (\$)	Hourly (\$)	Daily (\$)	Half-Day (\$)	Hourly (\$)	Daily (\$)	Half-Day (\$)	Hourly (\$)
Tier	1	382.1597	191.0799	63.6933	394.7684	197.3842	65.7947	407.7987	203.8994	67.9665
	2	401.3243	200.6621	66.8874	414.5655	207.2827	69.0942	428.2476	214.1238	71.3746
	3	420.4984	210.2492	70.0831	434.3770	217.1885	72.3962	448.7109	224.3554	74.7851
EARLY YEARS, SCHOOL AGE EDUCATION & CARE - TEACHERS										
(clause 6.1.2 (f))		Full Day (\$)	4 Hours (\$)	2 Hours (\$)	Full Day (\$)	4 Hours (\$)	2 Hours (\$)	Full Day (\$)	4 Hours (\$)	2 Hours (\$)
Tier	1	382.1597	254.7732	127.3866	394.7684	263.1789	131.5895	407.7987	271.8658	135.9329
	2	401.3243	267.5495	133.7748	414.5655	276.3770	138.1885	428.2476	285.4984	142.7492
	3	420.4984	280.3323	140.1661	434.3770	289.5847	144.7923	448.7109	299.1406	149.5703

**Note:** The percentage increase for employees for 3 March 2024 will be determined by the operation of clause 4.1.5.

**SCHEDULE 2 – ALLOWANCES**

ALLOWANCE TYPE		As From 03/03/2022		As From 03/03/2023		As From 03/03/2024	
		P/A (\$)	F/N (\$)	P/A (\$)	F/N (\$)	P/A (\$)	F/N (\$)
Advanced Skills Teacher (clause 6.10)	1	5,852.00	224.30	6,045.00	231.70	6,243.00	239.30
	2	10,086.00	386.60	10,420.00	399.40	10,765.00	412.60
Highly Accomplished Teacher (clause 6.11)		9,145.00	350.50	9,447.00	362.10	9,758.00	374.00
Lead Teacher (clause 6.12)		16,567.00	635.00	17,115.00	656.00	17,679.00	677.60
Religious Education Co-Ordinator / Co-Ordinator	Primary	10,086.00	386.60	10,420.00	399.40	10,765.00	412.60
	Secondary	10,997.00	421.50	11,360.00	435.40	11,735.00	449.80
Positions of Middle Leadership (clause 6.9)	1	5,740.00	220.01	6,462.00	247.68	7,184.00	275.35
	2	9,221.00	353.43	10,029.00	384.40	10,837.00	415.37
	3	12,703.00	486.89	13,597.00	521.16	14,491.00	555.42
	4	17,180.00	658.49	17,829.00	683.37	18,478.00	708.24
Early Learning Centres Director Teacher (8.5% of CT2 as per clause 8.21.1 (d))		7,118.16	272.83	7,353.01	281.83	7,595.69	291.13
Flexible Learning Centres: Associate Head of Campus/Head of Wellbeing		17,621.19	675.40	18,202.99	697.70	18,803.06	720.70
		\$ per week		\$ per week		\$ per week	
Positions of Middle Leadership (clause 6.9.11)	Special Project	120.54		135.70		150.86	
School Officer (clause 7.13)	First Aid	18.73		19.34		19.98	
School Officer - Inclusion Support Assistant Qualifications (clause 7.17)	Qualifications	43.69		45.14		46.62	
	First Aid	18.73		19.34		19.98	
	Specialised Care	18.73		19.34		19.98	

**Note:** The percentage change for 3 March 2024 will be determined by the operation of clause 4.1.5.

**SCHEDULE 3 – POSITIONS OF MIDDLE LEADERSHIP IN CATHOLIC SCHOOLS**

<b>Tier 1</b>		
<b>CURRICULUM LEADER</b>	<b>PASTORAL LEADER</b>	<b>PROGRAM LEADER</b>
<p>Refers to a teacher in a school who is appointed to be responsible for:</p> <ul style="list-style-type: none"> <li>a. the coordination of a curriculum area taught for between 1 and 55 hours in a school over an average five-day period and/or</li> <li>b. the pastoral care of employees working within the designated curriculum area and/or</li> <li>c. other appropriate duties as required by the Principal and consistent with the teacher's level of experience and expertise.</li> </ul>	<p>Refers to a teacher in a school who is appointed to be responsible for:</p> <ul style="list-style-type: none"> <li>a. the coordination of pastoral care of up to 100 students and/or</li> <li>b. the pastoral care of employees working within the designated pastoral area and/or</li> <li>c. other appropriate duties as required by the Principal and consistent with the teacher's level of experience and expertise.</li> </ul>	<p>Refers to a teacher in a school who is appointed to be responsible for:</p> <ul style="list-style-type: none"> <li>a. the Coordination of an identified program in the school and/or</li> <li>b. the pastoral care of employees working within the designated area and/or</li> <li>c. other appropriate duties as required by the Principal and consistent with the teacher's level of experience and expertise.</li> </ul>



**Tier 2**

<b>CURRICULUM LEADER</b>	<b>PASTORAL LEADER</b>	<b>PROGRAM LEADER</b>
Refers to a teacher in a school who is appointed to be responsible for:	Refers to a teacher in a school who is appointed to be responsible for:	Refers to a teacher in a school who is appointed to be responsible for:
a. the leadership of a curriculum area(s) taught for between 1 and 90 hours in a school over an average five-day period;	a. the leadership of the pastoral care of one (1) year level of >100 students in a school or	a. the leadership of an identified program in a school of < 250 students and/or
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	b. pastoral care of several year levels in one (1) section of a school of < 250 students and/or	b. supervising teachers engaged in the program throughout the school.
c. supervision of teachers engaged in the area(s) of curriculum responsibility,	c. supervision of teachers engaged in pastoral care within the area of pastoral responsibility and/or	c. induction of new teachers within the program (or supervision of induction where it is undertaken by another experienced teacher), and/or
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	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	d. pastoral care of employees engaged in the designated area(s) of responsibility, and/or
e. pastoral care of employees engaged in the designated area(s) of curriculum responsibility, and/or	e. pastoral care of employees engaged in the designated area(s) of pastoral responsibility, and/or	e. other appropriate duties as required by the Principal.
f. other appropriate duties as required by the Principal and consistent with the level of expertise indicated above.	f. other appropriate duties as required by the Principal and consistent with the level of expertise indicated above.	

**Tier 3**

<b>CURRICULUM LEADER</b>	<b>PASTORAL LEADER</b>	<b>PROGRAM LEADER</b>
<p>Refers to a teacher in a school who is appointed to be responsible for:</p> <ul style="list-style-type: none"> <li>a. the leadership of designated curriculum areas taught for more than 90 hours in a school over an average five-day period</li> <li>b. the application of contemporary learning and teaching research and data analysis to classroom practice through professional development and supervision of employees engaged in these areas and/or</li> <li>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</li> <li>d. pastoral care of employees engaged in the designated area(s) of curriculum responsibility, and/or</li> <li>e. other appropriate duties as required by the Principal and consistent with the level of expertise indicated above.</li> </ul>	<p>Refers to a teacher in a school who is appointed to be responsible for:</p> <ul style="list-style-type: none"> <li>a. the leadership of pastoral care of a section of a school (e.g. senior school) of &gt; 250 students and/or</li> <li>b. whole-school pastoral care of up to 450 students and/or</li> <li>c. the supervision of teachers engaged in pastoral care within the area of pastoral responsibility</li> <li>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</li> <li>e. pastoral care of employees engaged in the designated area(s) of pastoral responsibility, and/or</li> <li>f. other appropriate duties as required by the Principal and consistent with the level of expertise indicated above.</li> </ul>	<p>Refers to a teacher in a school who is appointed to be responsible for:</p> <ul style="list-style-type: none"> <li>a. the leadership of an identified program in a mid-sized school (250 - 450 students) or a school of special character (&lt; 350 students) and/or</li> <li>b. supervising teachers engaged in the program throughout the school.</li> <li>c. induction of new teachers within the program (or supervision of induction where it is undertaken by another experienced teacher), and/or</li> <li>d. pastoral care of employees engaged in the designated area(s) of responsibility, and/or</li> <li>e. other appropriate duties as required by the Principal.</li> </ul>

**Tier 4**

<b>CURRICULUM LEADER</b>	<b>PASTORAL LEADER</b>	<b>PROGRAM LEADER</b>
Refers to a teacher in a school who is appointed to be responsible for:	Refers to a teacher in a school who is appointed to be responsible for:	Refers to a teacher in a school who is appointed to be responsible for:
a. leading the overall curriculum development, implementation and evaluation in a school of up to 700 students under the overall direction of Senior Leadership and/or	a. leading the whole-school pastoral care of up to 700 students in a school under the overall direction of Senior Leadership or	a. leading a substantial identified program in a 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
b. the application of contemporary learning and teaching research and data analysis to classroom practice through whole-school professional development in a school of up to 700 students and /or	b. whole-school pastoral care of up to 350 students in a school of special character under the overall direction of Senior Leadership and/or	b. supervising teachers engaged in the program throughout the school.
c. providing professional development and monitoring improvement of teachers' professional practice in areas of identified need in conjunction with Senior Leadership and/or	c. providing professional development and monitoring improvement of teachers' professional practice in areas of identified need in conjunction with Senior Leadership and/or	c. induction of new teachers within the program (or supervision of induction where it is undertaken by another experienced teacher), and/or
d. induction and mentoring of beginning teachers in a school of up to 700 students and/or	d. induction and mentoring of beginning teachers and/or	d. pastoral care of employees engaged in the designated area(s) of responsibility, and/or
e. pastoral care of employees engaged within the designated areas of responsibility, and/or	e. pastoral care of employees engaged within the designated areas of responsibility, and/or	e. other appropriate duties as required by the Principal.
f. other appropriate duties as required by the Principal and consistent with the level of expertise indicated above.	f. other appropriate duties as required by the Principal and consistent with the level of expertise indicated above.	

**SCHEDULE 4 – SCHOOL OFFICER CLASSIFICATION STRUCTURE****CHARACTERISTIC AND COMPETENCY OF EMPLOYEE**

Level 1	Level 2	Level 3	Level 4	Level 5	Level 6
Performs routine duties	Possess generalist skills	Possess and apply the skills outlined for employees graded at Levels 2.	Possess and apply the skills outlined for employees graded at Levels 2 and 3.		
Perform the entire range of duties required of a Level 3 employee	Possess and apply the skills outlined for employees graded at Levels 2 - 4	Expert professional services to the school and the school community and possess an extensive depth of professional knowledge, experience and/or skills			
Limited range of skills with no prior experience or training.	Undertakes a wide range of duties	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.	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.	High level of proficiency in his or her particular area of responsibility.	Significant discretion and independent judgment to undertake duties of an innovative and/or critical nature without the need for professional direction
	Some degree of autonomy and discretion in performing duties.	Regularly required to exercise independent judgment and initiative and to demonstrate expertise in his or her area of work	Regularly required to exercise independent judgment and initiative, and possess a knowledge of complex operational procedures normally acquired through extensive experience or training		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 employees and the setting and achieving of objectives within the department.

**QUALIFICATIONS AND EXPERIENCE**

Level 1	Level 2	Level 3	Level 4	Level 5	Level 6
No prior experience or training. High school certificate	Limited experience or training High school certificate	Completed relevant post-secondary training. Culturally significant life experience. Certificate III or IV or on-the-job experience considered relevant by the employer.	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.	Satisfactory completion of relevant tertiary qualifications equivalent to at least two (2) years of full-time study.	Bachelor's Degree or higher. May possess a post-graduate degree.

**SUPERVISION**

Level 1	Level 2	Level 3	Level 4	Level 5	Level 6
Works under direct supervision. Does not supervise students without a higher qualified school officer or teacher present.	Works under general supervision of a Teacher or higher level school officer.	Works under limited supervision of a Teacher or higher level school officer.	Requires little or no supervision.	Requires little or no supervision.	Works under limited direction of others. Requires no professional guidance in performance of work.
No supervision requirements	Limited supervision requirements	May supervise other employees			

**TYPICAL SKILLS AND DUTIES****SCHOOL OFFICER – ADMINISTRATION/FINANCE/LIBRARIAN/LABORATORY TECHNICIAN**

Skills and Duties	Level 1	Level 2	Level 3	Level 4	Level 5	Level 6
<b>Indicative duties</b>	1.1 basic filing, collating and sorting of mail, files, and books; 1.2 basic operation of standard office equipment such as photocopier, facsimile machines; 1.3 maintaining classrooms; and 1.4 messenger duties	2.1 general clerical duties of a routine nature; 2.2 basic data entry and basic word processing; 2.3 operation of office equipment at a standard level of competence; 2.4 maintaining petty cash; 2.5 performing basic repair of resource material; 2.6 checking books in and out; 2.7 collection and distribution of stock; 2.8 handling, sorting and checking of equipment; 2.9 basic preparation of practical work for the classroom; and 2.10 providing general assistance to teaching employees.	3.1 performing reception duties; 3.2 providing secretarial support to management personnel; 3.3 operation of complex office equipment at a high level of competence; 3.4 provision of basic financial services such as standard bookkeeping; 3.5 providing general technical support; 3.6 assisting teachers and students to locate reference material; 3.7 coordination of purchasing and invoicing procedures; and 3.8 preparation of complex practical experiments.	4.1 maintaining budgetary information on one (1) or more areas; 4.2 preparation of budgets; 4.3 working knowledge of remuneration arrangements and employer obligations such as superannuation, GST; 4.4 providing secretarial support to management personnel of a confidential nature; 4.5 responsibility for library if librarian is not present; 4.6 providing in-service to teachers in specific technical or other areas; 4.7 assisting with assessment and appraisal of students; 4.8 maintain the	5.1 maintaining budgetary information in all areas of the school's operation; 5.2 preparation of budgets and financial plans; 5.3 working knowledge of remuneration arrangements and employer obligations such as superannuation, GST; 5.4 providing financial advice to school managers; 5.5 maintain the accounting and personal records of school to meet Catholic Education Northern Territory and funding bodies regulations; 5.6 participate in relevant professional development activities.	6.1 prepare papers and reports to present advice with recommendations for decisions and future directions to senior management; 6.2 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. 6.3 fully competent in a professional sense; 6.4 have high levels of independent judgment in their operational, professional and/or financial functions; 6.5 are recognized as expert practitioners in their related functional area.

Skills and Duties	Level 1	Level 2	Level 3	Level 4	Level 5	Level 6
				accounting and personal records of school to meet Catholic Education Northern Territory and funding bodies regulations;  4.9 participate in relevant professional development activities.		
<b>Communication</b>	1.5 an ability to read and write in English; and  1.6 an ability to perform simple numerical tasks;	2.11 proficient writing skills, such as composing letters;  2.12 proficient spoken expression;  2.13 an ability to comprehend and interpret documentation	3.9 an ability to prepare reports and provide written advice related to work area; and  3.10 an ability to conduct presentations in meetings and to groups	4.10 researching reference material for teachers;  4.11 in conjunction with teachers, planning teaching reports;  4.12 in conjunction with teachers, preparing reports for parents;	5.7 Maintain a responsible approach to confidential information involving the school community.	6.6 on behalf of the school, undertake effective liaison with the general community, government agencies and service providers; and
<b>Interpersonal</b>	1.7 an ability to respond to instructions effectively;	2.14 an ability to apply knowledge and skills in dealing with several colleagues or clients	3.11 A capacity to interact effectively with others both individually and with groups	4.13 maintain a responsible approach to confidential information involving the school community.	5.8 liaise effectively with school management in the implementation of school policies	6.7 leadership qualities including the ability to train employees, develop work skills and provide performance counselling.
<b>Technical</b>	1.8 an ability to handle basic information systems such as	2.15 an ability to operate a range of office equipment with a standard level of	3.12 an ability to manipulate information using complex	4.14 up to date working knowledge of current IT	5.9 up to date working knowledge of current IT	6.8 provide professional support and advice related to the employees'

Skills and Duties	Level 1	Level 2	Level 3	Level 4	Level 5	Level 6
	files;	competence	office equipment	<p>procedures.</p> <p>4.15 have and use advanced skills and knowledge in the operation of complex equipment and procedures;</p> <p>4.16 operation of complex office equipment at an advanced level of competence;</p> <p>4.17 Demonstrate detailed knowledge of operational procedures.</p>	procedures	<p>area of expertise to senior management of the school by undertaking high level research, review or investigations</p>
<b>Organisational and Planning</b>	1.9 Can perform assigned tasks	2.16 an ability to prioritise work and assigned tasks	<p>3.13 An ability to plan own work schedule;</p> <p>3.14 A capacity to effectively prioritise own work and assess own performance</p>	<p>4.18 coordinate work within a section/department of the school and/or have significant input into organisational planning; and</p> <p>4.19 assist in planning and implementation of projects.</p>	5.10 Co-ordinate work within a department of the school and/or have significant input into organisational planning.	<p>6.9 able to undertake duties requiring specialized or professional outcomes.</p> <p>6.10 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</p>



CATHOLIC SCHOOLS (NORTHERN TERRITORY) COLLECTIVE ENTERPRISE AGREEMENT 2022

Skills and Duties	Level 1	Level 2	Level 3	Level 4	Level 5	Level 6
						formulation to senior management;
<b>Problem solving</b>	1.10 No requirements	2.17 an ability to identify problems and refer to other employees.	3.15 Participates on a routine basis in problem solving and decision making in relation to the operational area	4.20 resolve operational problems	5.11 Resolve complex operational problems.	6.11 problem solving skills for a range of complex situations where the choice of actions are not clear; and
<b>Position Titles</b>	Library assistant; Office assistant (clerical); Classroom assistant; Receptionist; and Courier.	Library assistant; Office assistant; Classroom assistant; Laboratory assistant; School secretary; and Accounts clerk.	School Secretary; Finance Clerk; Laboratory Technician (qualified); and Library Technician (qualified).	Office Manager; and School Finance Officer.	Business Manager; Office Manager; and School Bursar.	Business Manager; Finance Manager; and Any other employment position(s) in Northern Territory Catholic Schools requiring expert knowledge.

**SCHOOL OFFICER - INFORMATION TECHNOLOGY EMPLOYEE**

Skills and Duties	Level 1	Level 2	Level 3	Level 4	Level 5	Level 6
<b>Indicative duties</b>		2.1 Use of software application packages to create database file structures and spreadsheets / worksheets.	3.1 Maintain the hardware and software components of a computer network; 3.2 Provide user support; and 3.3 Responsibility for the training of subordinate employees in limited areas.	4.1 perform the entire range of duties required of a Level 3 employee 4.2 assisting with systems analysis and design in relation to the development and maintenance of computer systems 4.3 assisting with application programming such as the modification of package systems and investigation of malfunctions in operational programs.	5.1 Perform the duties of a Level 2 to 4 Employee. 5.2 operate and be responsible for the computing section of the school and all its operations; 5.3 provide financial, policy and planning advice to employees and management regarding the computing section of the school; 5.4 investigate, interpret or evaluate information for the guidance of employees or management in the computing section of the school; 5.5 be responsible for the development of software, hardware or applications systems based on the use of current computer	

Skills and Duties	Level 1	Level 2	Level 3	Level 4	Level 5	Level 6
					<p>techniques;</p> <p>5.6 be responsible for the development of computer systems and recommend changes and improvements in systems where appropriate;</p> <p>5.7 undertake maintenance programming tasks including investigation and design requirements necessary to implement changes to existing systems;</p> <p>5.8 provide professional advice to the senior executive of the school on the operations/future directions of the computing section of the school; and</p> <p>5.9 carry out a range of tasks necessary to support and develop systems software or other support processes.</p>	

Skills and Duties	Level 1	Level 2	Level 3	Level 4	Level 5	Level 6
<b>Communication</b>		2.2 Proficient writing skills, such as composing letters; 2.3 Proficient spoken expression; and 2.4 An ability to comprehend and interpret documentation.	3.4 An ability to prepare reports and provide written advice related to work area; and 3.5 An ability to conduct presentations in meetings and to groups.	4.4 Excellent written and verbal communication	5.10 Excellent written and verbal communication. 5.11 liaise effectively with school management in the implementation of school policies	
<b>Interpersonal</b>		2.5 An ability to apply knowledge and skills in dealing with several colleagues or clients.	3.6 A capacity to interact effectively with others both individually and with groups.	4.5 Exercise responsibility, including routine delegation if required		
<b>Technical</b>		2.6 An ability to operate a range of office equipment with a standard level of competence.	3.7 An ability to manipulate information using complex office equipment.	4.6 have and use advanced skills and knowledge in the operation of complex office equipment and procedures.	5.12 demonstrate detailed knowledge of complex operational procedures. 5.13 the ability to critically evaluate new software or hardware and assess its integration into existing systems. 5.14 the ability to network with senior employees to increase the value of IT systems back to the school	

Skills and Duties	Level 1	Level 2	Level 3	Level 4	Level 5	Level 6
<b>Organisational and Planning</b>		2.7 An ability to prioritise work and assigned tasks.	3.8 An ability to plan own work schedule; and 3.9 A capacity to effectively prioritise own work and assess own performance.	4.7 assist in planning and implementation of projects	5.15 develop an IT Strategic plan for the school. 5.16 accepts responsibility and accountability of IT solutions and strategies at the sector level.	
<b>Problem solving</b>		2.8 An ability to identify problems and refer to other employees.	3.10 Participates at routine level in problem solving and decision making in relation to the operational area.	4.8 resolve operational problems and coordinate work within a section of the school	5.17 Resolve operational/professional problems and coordinate work within a section of the school.	
<b>Position Titles</b>		IT Assistant	IT Assistant IT Technician	IT Technician	IT Manager	

**SCHOOL OFFICER - INCLUSION SUPPORT ASSISTANT**

Duties and Skills	Level 1	Level 2	Level 3	Level 4	Level 5	Level 6
<b>Indicative duties</b>		<p>2.1. under the supervision of a teacher, assist developmentally appropriate student learning (either individually or in groups);</p> <p>2.2. carry out routine liaison between the school, the student and the student's family where some discretion and judgment are involved; and</p> <p>2.3. support students in relation to their physical needs where some discretion and judgment are involved.</p>	<p>3.1. 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;</p> <p>3.2. 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; and</p> <p>3.3. provide significant assistance in the enrolment, family liaison and placement of Indigenous and/or overseas students</p>			

Duties and Skills	Level 1	Level 2	Level 3	Level 4	Level 5	Level 6
<b>Communication</b>		2.4. proficient writing skills, such as writing letters; 2.5. proficient spoken expression; and 2.6. an ability to comprehend and interpret documentation	3.4. an ability to provide reports and provide written advice related to work area; and 3.5. an ability to conduct presentations in meetings and to groups			
<b>Interpersonal</b>		2.7. an ability to apply knowledge and skills in dealing with a number of colleagues and/or clients.	3.6. a capacity to interact effectively with others both individually and with groups.			
<b>Technical</b>		2.8. an ability to operate a range of office equipment with a standard level of competency.	3.7. an ability to manipulate information using complex office equipment			
<b>Organisational and Planning</b>		2.9. an ability to prioritise work and assigned tasks	3.8. an ability to plan own work schedule; and 3.9. a capacity to effectively prioritise own work and assess own performance			
<b>Problem solving</b>		2.10. an ability to identify problems and refer to other employees	3.10. participates at a routine level in problem solving and decision making in relation to the operational area			

**SCHOOL OFFICER - TEACHERS ASSISTANT**

Duties and Skills	Level 1	Level 2	Level 3	Level 4	Level 5	Level 6
<b>Indicative duties</b>	<p>1.1 assist with appropriate student learning either individually or in groups;</p> <p>1.2 translate instructions into students first language;</p> <p>1.3 assist teacher with cultural understandings of students to ensure maximum learning takes place;</p> <p>1.4 assist with all routine tasks associated with preparation, tidying and/or organising of materials; and</p> <p>1.5 where necessary support students with their physical needs.</p>	<p>Level 2 would be expected to possess and apply the skills outlined for employees graded as Level 1.</p> <p>2.1. Assist developmentally appropriate student learning (either individually or in groups).</p> <p>2.2. Support students in relation to their physical needs as required.</p>	<p>3.1 An employee classified at Level 3 would be expected to possess and apply the skills outlined for employees graded at Level 1 and 2.</p> <p>3.2 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.</p> <p>3.3 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.</p> <p>3.4 Assist classroom teacher in the planning and</p>	<p>4.1 Perform the entire range of duties required of a Level 3 employee</p> <p>4.2 In bilingual schools a Level 4 TA will teach the L1 Language and Culture Program with the support of the teacher.</p> <p>4.3 The TA acts as a cultural mentor to the non-local teacher.</p> <p>4.4 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 employees, developing the framework for and providing the instruction to students (within</p>		



Duties and Skills	Level 1	Level 2	Level 3	Level 4	Level 5	Level 6
			teaching of socio-cultural understandings and other curriculum areas requiring cultural knowledge and input	a structured learning environment) and providing pastoral ministry and support for students. 4.5 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>Communication</b>	1.6 communication Skills; and 1.7 an ability to perform numerical tasks	2.3. Communication skills in L1 2.4. English skills in reading and writing	3.5 Communication skills in L1 and L2 3.6 An ability to provide information and advice regarding report writing. 3.7 An ability to provide L1 support during formal presentations	4.6 Communication skills in L1, L2 and L3		
<b>Interpersonal</b>	1.8 an ability to respond to instructions effectively.	2.5. An ability to apply knowledge and skills in working with colleagues and families.	3.8 A capacity to interact effectively with others both individually and with groups			
<b>Technical</b>	1.9 an ability to handle basic information	2.6. An ability to operate a range of office equipment with a	3.9 An ability to manipulate information using complex	4.7 Have and use advanced skills and knowledge in the operation		

Duties and Skills	Level 1	Level 2	Level 3	Level 4	Level 5	Level 6
	systems such	standard level of competence	office equipment	of complex office equipment and procedures.		
<b>Organisational and Planning</b>	1.10 can perform assigned tasks.	2.7. An ability to prioritise work and assigned tasks	3.10 An ability to plan own work schedule 3.11 A capacity to effectively prioritise own work and assess own performance	4.8 Exercise responsibility, including routine delegation if required 4.9 Demonstrate detailed knowledge of operational procedures. 4.10 Assist in planning and implementation of projects.		
<b>Problem solving</b>	1.11 no requirements.	2.8. An ability to identify problems and refer to other employees	3.12 Participates at a routine level in problem solving and decision making in relation to the operational area	4.11 Resolve operational problems and coordinate work within a section of the school		

**SCHOOL OFFICER – AUSTRALIAN INDIGENOUS EDUCATION WORKER**

Duties and Skills	Level 1	Level 2	Level 3	Level 4	Level 5	Level 6
<b>Indicative duties</b>		<p>2.1 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 employee member(s)) the learning needs of students.</p> <p>2.2 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.</p> <p>2.3 Support students in relation to their cultural needs where</p>	<p>3.1 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 employee member(s).</p> <p>3.2 Employees at this level are required to exercise discretion and judgment to modify education programs to meet the learning needs of Indigenous Australian students.</p> <p>3.3 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</p>	<p>4.1 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 AIEW 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</p> <p>4.2 Perform the entire range of duties required of a Level 3 employee</p> <p>4.3 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</p>		

Duties and Skills	Level 1	Level 2	Level 3	Level 4	Level 5	Level 6
		some discretion and judgment are involved.	and achieving outcomes. 3.4 Within a variety of routines, methods and procedures provide significant assistance in the enrolment, family liaison and placement of Indigenous Australian students.	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 employee's member(s); providing pastoral ministry and support for Indigenous Australian students. 4.4 Under broad guidance, supervise the operations of the school's processes and activities in relation to		

Duties and Skills	Level 1	Level 2	Level 3	Level 4	Level 5	Level 6
				<p>Indigenous Australian students. This may include: enrolment; family liaison; and placement.</p> <p>4.5 Provide advice as a resource to education employees in determining appropriate pedagogy and development of programmes with an Indigenous perspective.</p>		
<b>Communication</b>		<p>2.4 Proficient writing skills, such as composing letters</p> <p>2.5 Proficient spoken expression</p> <p>2.6 An ability to comprehend and interpret documentation</p>	<p>3.5 An ability to prepare reports and provide written advice related to work area</p> <p>3.6 An ability to conduct presentations in meetings and to groups</p>	<p>4.6 Exercise responsibility, including routine delegation if required</p>		
<b>Interpersonal</b>		<p>2.7 An ability to apply knowledge and skills in dealing with several colleagues or clients</p>	<p>3.7 A capacity to interact effectively with others both individually and with groups</p>	<p>4.7 A capacity to interact effectively with others both individually and with groups</p> <p>4.8 An ability to apply knowledge and skills in dealing with several</p>		

Duties and Skills	Level 1	Level 2	Level 3	Level 4	Level 5	Level 6
				colleagues or clients		
<b>Technical</b>		2.8 An ability to operate a range of office equipment with a standard level of competence	3.8 An ability to manipulate information using complex office equipment	4.9 Have and use advanced skills and knowledge in the operation of complex office equipment and procedures		
<b>Organisational and Planning</b>		2.9 An ability to prioritise work and assigned tasks	3.9 An ability to plan own work schedule 3.10 A capacity to effectively prioritise own work and assess own performance	4.10 Demonstrate detailed knowledge of operational procedures. 4.11 Assist in planning and implementation of projects.		
<b>Problem solving</b>		2.10 An ability to identify problems and refer to other employees	3.11 Participates on a routine basis in problem solving and decision making in relation to the operational area	4.12 Resolve operational problems and coordinate work within a section of the school		

**SCHOOL OFFICER – LITERATURE PRODUCTION EMPLOYEE**

Duties and Skills	Level 1	Level 2	Level 3	Level 4	Level 5	Level 6
<b>Indicative duties</b>	<p>1.1. assisting with make ready of basic machines;</p> <p>1.2. repetition work on automatic, semi-automatic or single purpose machines or equipment;</p> <p>1.3. repetitive work of a basic nature such as maintaining simple records and single purpose functions as in manual folding, perforating, stacking, inserting and paging;</p> <p>1.4. housekeeping and routine maintenance cleaning.</p>	<p>An employee, on appointment to this level, will only be required to perform duties listed at 2.1 to 2.10. An employee may then be asked to exhibit the descriptors at 2.11 to 2.16 after: a reasonable period of time; the provision of appropriate support; and consultation with the employee's line manager</p> <p>2.1. routine setting, adjustment and operation of basic similar pieces of equipment such as plastic laminating machine;</p> <p>2.2. assisting with basic duties on a printing machine under direct supervision by cleaning, washing up of ink ducts, blankets and impression cylinders, stacking and removing delivery, stack on sheet fed press;</p> <p>2.3. applying work health and safety practices and environmental protection procedures;</p>	<p>An employee, on appointment to this level, will only be required to perform duties listed at 3.1 to 3.10. An employee may then be asked to exhibit the descriptors at 3.11 to 3.19 after: a reasonable period of time; the provision of appropriate support; and consultation with the employee's line manager</p> <p>3.1 setting, adjusting and operating a range of equipment in one of either pre-press, press or post-press areas;</p> <p>3.2 having a sound knowledge of the employer's operations as they relate to the production process;</p> <p>3.3 understanding and applying computer techniques as they relate to production process operations;</p> <p>3.4 making adjustments to maintain quality standards;</p>			

Duties and Skills	Level 1	Level 2	Level 3	Level 4	Level 5	Level 6
		<p>2.4. operating computer-controlled systems using basic keyboard skills as it relates to their work area;</p> <p>2.5. operating of non-licensed materials handling equipment;</p> <p>2.6. matching of product against quality standards within own work area;</p> <p>2.7. operating an envelope cutter and/or die cutter, marking and laying out;</p> <p>2.8. storing and packing of goods and materials in accordance with appropriate procedures and/or regulations, preparation and receipt of appropriate documentation, allocating and retrieving goods from specific warehouse areas, basic visual display unit operation, periodic housekeeping and stock checks; and</p>	<p>3.5 forward planning material and equipment for next job;</p> <p>3.6 undertaking maintenance to the level of their training and accredited skill including lubrication, elementary diagnosis of faults, routine adjustments and reporting on worn or damaged parts;</p> <p>3.7 high level stores and inventory responsibility beyond the requirements of an employee at level 4;</p> <p>3.8 formatting complex documents including technical data, technical language, tables, graphics, design variable type face;</p> <p>3.9 producing documents requiring specific form or to comply with regulations or standards; and</p> <p>3.10 undertaking basic art and design to their level of training and accredited skill.</p>			



Duties and Skills	Level 1	Level 2	Level 3	Level 4	Level 5	Level 6
		<p>2.9. assisting in the on-the-job training of others up to this level in conjunction with skilled operators and a supervisor.</p> <p>2.10. machine setting, adjustment and operation on a variety of equipment;</p> <p>2.11. applying work health and safety practices, environmental protection procedures;</p> <p>2.12. assisting in on-the-job training of others up to this level in conjunction with skilled adults and supervisors;</p> <p>2.13. lubricating of production machinery equipment;</p> <p>2.14. inventory and store/warehouse control including licensed operation of all appropriate materials handling equipment; use of tools and equipment within the warehouse; basic non-trades maintenance; visual display unit</p>	<p>3.11 set up and operation of machines of a complex nature in one of either the pre-press, press or post-press area;</p> <p>3.12 forward planning materials and equipment for next job;</p> <p>3.13 making adjustments to maintain quality standards;</p> <p>3.14 providing trade guidance and assistance as part of a work team;</p> <p>3.15 operating a computer controlled system as an integral aspect of work to their level of training and accredited skill;</p> <p>3.16 undertaking maintenance procedures to the level of their training and skill including lubrication, elementary diagnosis of faults ,routine adjustments and assisting with the replacement of parts and equipment;</p>			

Duties and Skills	Level 1	Level 2	Level 3	Level 4	Level 5	Level 6
		<p>operation;</p> <p>2.15. operating computer controlled systems using intermediate keyboard skills as it relates to their work area; and</p> <p>2.16. maintaining established paper-based filing and records system in accordance with set procedures including creating and indexing new files, distributing files within the organisation as requested and monitoring file locations.</p>	<p>3.17 applying knowledge of desk-top publishing to integrate complex documents;</p> <p>3.18 maintaining control registers including inventory control and being responsible for the preparation and reconciliation of regular reports and stock movement; and</p> <p>3.19 undertaking intermediate art and design to their level of training and accredited skill.</p>			
<b>Communication</b>	<p>1.5. potentially assisting in on-the-job training of others in their area by way of explanation and demonstration</p>	<p>An employee, on appointment to this level, will only be required to meet the descriptor at 2.17. An employee may then be asked to exhibit the descriptors at 2.18 to 2.22 after: a reasonable period of time; the provision of appropriate support; and consultation with the employee's line manager.</p> <p>2.17. following written or verbal instructions;</p> <p>2.18. undertaking work prescribed on a</p>	<p>An employee, on appointment to this level, will only be required to meet the descriptors at 3.20 to 3.24. An employee may then be asked to exhibit the descriptors at 3.25 and 3.26 after: a reasonable period of time; the provision of appropriate support; and consultation with the employee's line manager.</p> <p>3.20 working to written instructions and working to and issuing verbal instructions;</p>			

Duties and Skills	Level 1	Level 2	Level 3	Level 4	Level 5	Level 6
		<p>task basis through written and verbal instructions and with continuous presence of a skilled operative;</p> <p>2.19. working to written instructions and issuing verbal instructions.</p>				
<b>Interpersonal</b>	<p>1.6. works under direct supervision</p> <p>1.7. follows instructions</p> <p>1.8. working under direct supervision to the level of training or skills held;</p> <p>1.9. being a member of and understanding operating guidelines of their workgroup/team</p>	<p>2.20. being a member of and understanding the operating guidelines of their work group/team;</p> <p>2.21. working under direct supervision</p> <p>2.22. assisting in the on-the-job training of others up to this level by way of explanation and demonstration in conjunction with skilled operators and supervisor.</p>	<p>3.21 working under minimal supervision;</p> <p>3.22 being responsible for the work of others under their supervision;</p> <p>3.23 being a member of and understanding operating guidelines of a work group or team;</p> <p>3.24 providing informal on-the-job training to the level of their training and skill;</p> <p>3.25 working under minimal supervision.</p> <p>3.26 providing on-the-job training to the level of their training and accredited skill.</p>			
<b>Technical</b>	An employee, on initial appointment will only be required to meet the descriptors at 1.10 to 1.12. An employee may then be asked to exhibit	2.23. having knowledge of computer controlled systems as it relates to their work area;	An employee, on appointment to this level, will only be required to meet the descriptors at 3.27 to 3.29. An employee may			

Duties and Skills	Level 1	Level 2	Level 3	Level 4	Level 5	Level 6
	<p>the descriptors at 1.13 to 1.16 after: a reasonable period of time; the provision of appropriate support; and consultation with the employee's line manager.</p> <p>1.10. performs elementary routine duties of a repetitive nature</p> <p>1.11. undertakes literacy and numeracy training (if required) to perform tasks functionally;</p> <p>1.12. undertakes training so as to enable them to work at level 2.</p> <p>1.13. having a basic knowledge of computer-controlled systems as it relates to their work;</p> <p>1.14. assisting with preparation of basic machines</p> <p>1.15. operating materials handling equipment</p> <p>1.16. undertaking housekeeping and routine maintenance cleaning</p>	<p>2.24. understanding and applying existing work procedures applying in their area</p> <p>2.25. performing housekeeping functions within immediate area; this may include lubricating equipment under direction.</p>	<p>then be asked to exhibit the descriptors at 3.30 to 3.33 after: a reasonable period of time; the provision of appropriate support; and consultation with the employee's line manager.</p> <p>3.27 having a working knowledge of routine and preventative maintenance procedures;</p> <p>3.28 operating a computer-controlled system as an integral aspect of work to their level of training and accredited skill;</p> <p>3.29 understanding and applying work health and safety and safe working practices and environmental protection in their own work area.</p> <p>3.30 participating in, developing and implementing appropriate work health and safety and environmental protection practices in their area of work;</p> <p>3.31 undertaking maintenance procedures;</p>			

Duties and Skills	Level 1	Level 2	Level 3	Level 4	Level 5	Level 6
			<p>3.32 having a working knowledge of routine and preventative maintenance procedures.</p> <p>3.33 operating a computer-controlled system as an integral aspect of work to their level of training and accredited skill.</p>			
<b>Organisational and Planning</b>	<p>An employee, on initial appointment will only be required to meet the descriptor at 1.17. An employee may then be asked to exhibit the descriptors at 1.18 to 1.20 after: a reasonable period of time; the provision of appropriate support; and consultation with the employee's line manager.</p> <p>1.17. observes safe work practices</p> <p>1.18. having an orientation to machinery and equipment;</p> <p>1.19. understanding and applying work health and safety practices and existing procedures applying in their work area at their level of training;</p> <p>1.20. understanding</p>	<p>An employee, on appointment to this level, will only be required to meet the descriptor at 2.26. An employee may then be asked to exhibit the descriptors at 2.27 to 2.28 after: a reasonable period of time; the provision of appropriate support; and consultation with the employee's line manager.</p> <p>2.26. assisting in forward planning materials and equipment for next job</p> <p>2.27. forward planning materials and equipment required for next job;</p> <p>2.28. understanding the enterprise's production processes and products and the</p>	<p>An employee, on appointment to this level, will only be required to meet the descriptor at 3.34. An employee may then be asked to exhibit the descriptors at 3.35 to 3.37 after: a reasonable period of time; the provision of appropriate support; and consultation with the employee's line manager.</p> <p>3.34 understanding the enterprise's production process and products, and administrative and organisational procedures as they relate to the work area;</p> <p>3.35 having a general knowledge of enterprise processes and procedures</p>			

Duties and Skills	Level 1	Level 2	Level 3	Level 4	Level 5	Level 6
	and applying existing work procedures applying in their work area to their level of training;	administrative and organisational procedures as they relate to the immediate work area.	<p>impacting on their own area;</p> <p>3.36 making adjustments to maintain quality standards;</p> <p>3.37 participating in, developing and implementing appropriate work health and safety and environmental protection practices in their area of work.</p>			
<b>Problem solving</b>	1.21. understanding quality standards of the enterprise applying in their work area.	<p>2.29. recognising when problems arise and referring appropriately in own work area</p> <p>2.30. identifying quality variation by matching product against quality standard within own work area;</p> <p>2.31. understanding of routine and preventive maintenance procedures and applying them in their work</p> <p>2.32. participating in and contributing to work group or team decision making, problem solving and team operating.</p>	<p>An employee, on appointment to this level, will only be required to meet the descriptors at 3.38 to 3.41. An employee may then be asked to exhibit the descriptors at 3.42 to 3.44 after: a reasonable period of time; the provision of appropriate support; and consultation with the employee's line manager.</p> <p>3.38 identifying quality variations of products and/or materials in the production process for conformity with established production standards, making adjustments to maintain quality standards;</p>			

Duties and Skills	Level 1	Level 2	Level 3	Level 4	Level 5	Level 6
			<p>3.39 solving straightforward problems based on set procedures or factual information;</p> <p>3.40 participating in and contributing to work, group or team decision making, problem solving and team operation;</p> <p>3.41 identifying quality variations of products and/or materials in the production process for conformity with established production standards, making adjustments to maintain quality standards;</p> <p>3.42 exercising limited discretion, work guided by general work processes and procedures;</p> <p>3.43 participating in and contributing to work, group or team decision making, problem solving and team operation;</p> <p>3.44 having knowledge of problem-solving techniques and procedures in their own area.</p>			

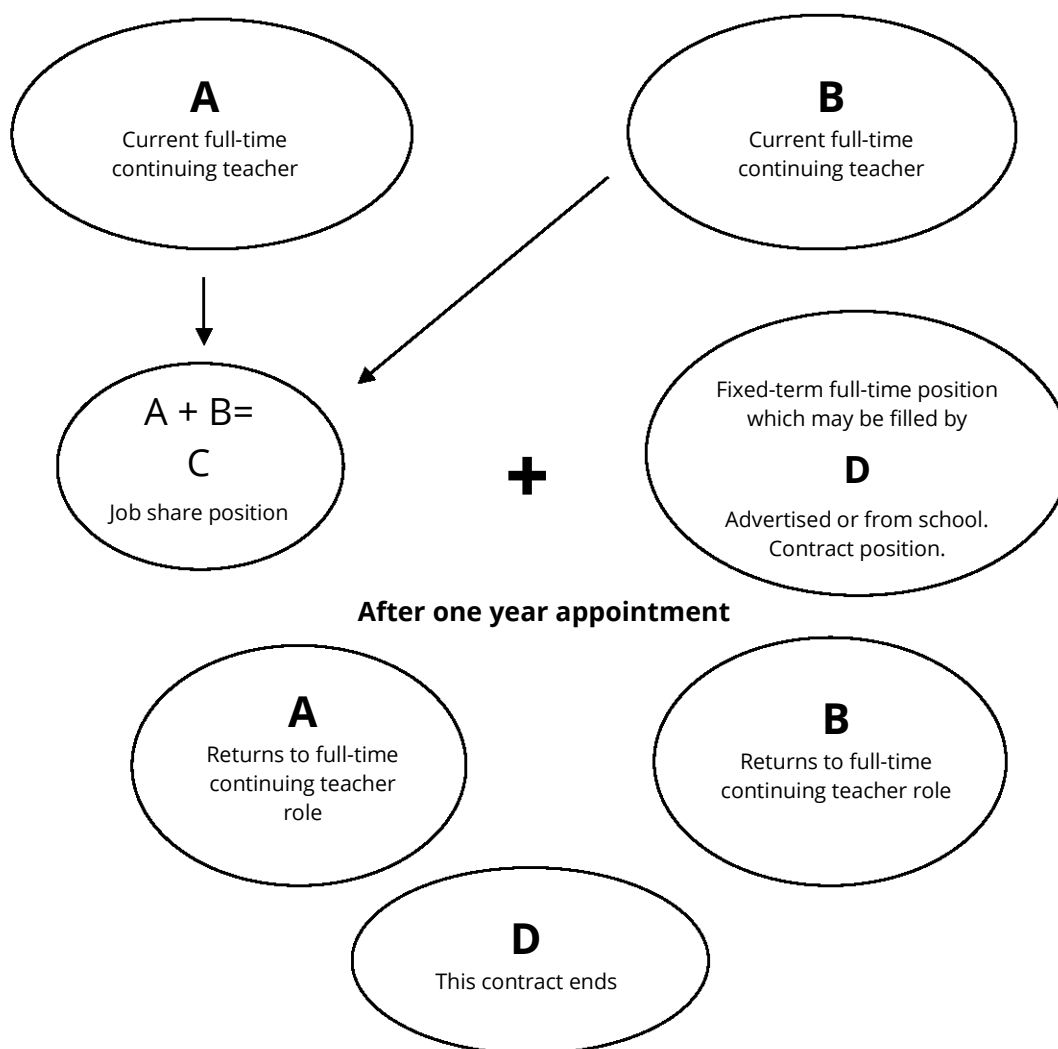
## CATHOLIC SCHOOLS (NORTHERN TERRITORY) COLLECTIVE ENTERPRISE AGREEMENT 2022

Duties and Skills	Level 1	Level 2	Level 3	Level 4	Level 5	Level 6
<b>Position Titles</b>	Production Worker	Production Worker	Assistant Production Supervisor Production Supervisor Artist Writer Graphic Designer			



**SCHEDULE 5 – JOB SHARE MODEL**

**JOB SHARE MODEL**



## IN THE FAIR WORK COMMISSION

FWC Matter No.: AG2022/5509

Applicant:

(Catholic Education Office Northern Territory Diocese of Darwin T/A Catholic Education Northern Territory (CENT))

Section 185 – Application for approval of a single enterprise agreement

### Undertaking – Section 190

I, Paul Greaves, Director have the authority given to me by Catholic Education Office Northern Territory to give the following undertakings with respect to the CATHOLIC SCHOOLS (NORTHERN TERRITORY) COLLECTIVE ENTERPRISE AGREEMENT 2022 ("the Agreement"):

1. I have the authority given to me by the Catholic Education Northern Territory (CENT) to provide this undertaking in relation to the application before the Fair Work Commission.
2. This undertaking is made in accordance with section 190 of the Fair Work Act 2009 (FW Act).
3. The Catholic Education Northern Territory (CENT) understands this undertaking will be taken to be a term of the Agreement applying while the Agreement is in operation pursuant to section 191 of the FW Act.

#### **Deductions or payments in relation to Employees under the age of 18**

1. *Pursuant to Clause 3.4.2(b) (ii) no deductions will be made from an employee under the age of 18.*

#### **Compassionate Leave**

2. *With reference to clause 5.7.2, employees can take compassionate leave if:*
  - a) *a member of their immediate family or household dies, or contracts or develops a life-threatening illness or injury;*
  - b) *a baby in their immediate family or household is stillborn;*
  - c) *they have a miscarriage; or*
  - d) *their current spouse or de facto partner has a miscarriage.*

#### **Award Coverage**

3. *At the time of making this Agreement, no employees covered by this Agreement are covered by the Nurses Award 2020 or the Children Services Award 2010.*

#### **Rates of pay guarantee**

4. *If at any time the rates of pay stipulated within this Agreement fall below those stipulated in any relevant Award, the Award rates shall prevail.*

#### **Span of hours (Boarding Supervision employees)**

5. *For the purpose of this Agreement Boarding Supervision Employee's are to be considered shift workers. Rates for Boarding Supervision Employees are inclusive of shift penalties.*

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

In addition to the above undertakings, Catholic Education NT, give the following undertakings with respect to the CATHOLIC SCHOOLS (NORTHERN TERRITORY) COLLECTIVE ENTERPRISE AGREEMENT 2022 ("the Agreement"):

### Pay Rate Schedule for Teaching Assistant Employees

6. *Teaching Assistant Employees shall be paid in accordance with the following table:*

CLASSIFICATION		As From 03/03/2022				As From 03/03/2023				As From 03/03/2024			
		P/A	F/N	Hr	Casual	P/A	F/N	Hr	Casual	P/A	F/N	Hr	Casual
Level 1	Step 1	52,911.6542	2,028.1212	32.4499	41.5359	54,657.7388	2,095.0492	33.5208	42.9066	56,461.44	2,164.1858	34.6270	44.3225
	Step 2	54,460.7953	2,087.5003	33.4000	42.7520	56,258.0015	2,156.3878	34.5022	44.1628	58,114.52	2,227.5486	35.6408	45.6202
	Step 3	56,005.7132	2,146.7175	34.3475	43.9648	57,853.9017	2,217.5592	35.4809	45.4156	59,763.08	2,290.7386	36.6518	46.9143
Level 2	Step 1	57,552.7453	2,206.0158	35.2963	45.1792	59,451.9859	2,278.8143	36.4610	46.6701	61,413.90	2,354.0152	37.6642	48.2102
	Step 2	59,171.4303	2,268.0605	36.2890	46.4499	61,124.0875	2,342.9065	37.4865	47.9827	63,141.18	2,420.2224	38.7236	49.5662
	Step 3	60,791.1441	2,330.1447	37.2823	47.7214	62,797.2519	2,407.0394	38.5126	49.2962	64,869.56	2,486.4717	39.7835	50.9229
Level 3	Step 1	62,413.7147	2,392.3383	38.2774	48.9951	64,473.3673	2,471.2855	39.5406	50.6119	66,600.99	2,552.8379	40.8454	52.2821
	Step 2	63,779.9461	2,444.7064	39.1153	50.0676	65,884.6843	2,525.3817	40.4061	51.7198	68,058.88	2,608.7193	41.7395	53.4266
	Step 3	65,190.1829	2,498.7613	39.9802	51.1746	67,341.4589	2,581.2204	41.2995	52.8634	69,563.73	2,666.4007	42.6624	54.6079
Level 4	Step 1	66,525.5131	2,549.9449	40.7991	52.2229	68,720.8550	2,634.0931	42.1455	53.9462	70,988.64	2,721.0182	43.5363	55.7265
	Step 2	67,870.6153	2,601.5031	41.6241	53.2788	70,110.3456	2,687.3527	42.9976	55.0370	72,423.99	2,776.0354	44.4166	56.8632
	Step 3	69,277.5983	2,655.4333	42.4869	54.3833	71,563.7591	2,743.0626	43.8890	56.1779	73,925.36	2,833.5836	45.3373	58.0318

### Pay Rate Schedule for Inclusion Support Assistant Employees

7.1. *Inclusion Support Employees shall be paid in accordance with the following table (plus casual loading where applicable):*

		As From 03/03/2022			As From 03/03/2023			As From 03/03/2024		
		Annual	F/N	Hourly	Annual	F/N	Hourly	Annual	F/N	Hourly
Level 2	Step 1	\$ 64,071.09	\$ 2,455.87	\$ 33.19	\$ 66,185.43	\$ 2,536.91	\$ 34.28	\$ 68,369.55	\$ 2,620.63	\$ 35.41
	Step 2	\$ 65,833.66	\$ 2,523.43	\$ 34.10	\$ 68,006.17	\$ 2,606.70	\$ 35.23	\$ 70,250.38	\$ 2,692.72	\$ 36.39
	Step 3	\$ 67,620.81	\$ 2,591.93	\$ 35.03	\$ 69,852.30	\$ 2,677.46	\$ 36.18	\$ 72,157.43	\$ 2,765.82	\$ 37.38
	Step 4	\$ 69,383.59	\$ 2,659.50	\$ 35.94	\$ 71,673.25	\$ 2,747.26	\$ 37.13	\$ 74,038.46	\$ 2,837.92	\$ 38.35
Level 3	Step 1	\$ 71,488.64	\$ 2,740.18	\$ 37.03	\$ 73,847.77	\$ 2,830.61	\$ 38.25	\$ 76,284.75	\$ 2,924.02	\$ 39.51
	Step 2	\$ 73,633.67	\$ 2,822.40	\$ 38.14	\$ 76,063.58	\$ 2,915.54	\$ 39.40	\$ 78,573.67	\$ 3,011.75	\$ 40.70
	Step 3	\$ 75,841.23	\$ 2,907.02	\$ 39.28	\$ 78,343.99	\$ 3,002.95	\$ 40.58	\$ 80,929.34	\$ 3,102.05	\$ 41.92
	Step 4	\$ 78,116.53	\$ 2,994.23	\$ 40.46	\$ 80,694.38	\$ 3,093.04	\$ 41.80	\$ 83,357.29	\$ 3,195.11	\$ 43.18

7.2. *Rates stipulated in Undertaking 7.1 represent rates for an employee who works 74 hours per fortnight and 46 weeks per annum. For all Employees within this work group who do not work this work pattern, hourly rates shall be calculated in accordance with this formula:*

$$\text{Hourly Rate} = \{[(\text{Clause 7.1 Hourly Rate} * \text{No. of Hours Worked}) * \text{No. Days Worked p.a.}] \div 26.089\} \div \text{No. Hours Worked Per Fortnight}$$

7.3. *Explanatory Note:*

*For employees within this work group who work 50 hours per fortnight, and 40 out of 46 weeks, the following rates would therefore apply:*

		As From 03/03/2022			As From 03/03/2023			As From 03/03/2024		
		Annual	F/N	Hourly	Annual	F/N	Hourly	Annual	F/N	Hourly
Level 2	Step 1	\$ 32,357.69	\$ 1,240.28	\$ 24.81	\$ 33,425.50	\$ 1,281.21	\$ 25.62	\$ 34,528.54	\$ 1,323.49	\$ 26.47
	Step 2	\$ 33,247.84	\$ 1,274.40	\$ 25.49	\$ 34,345.02	\$ 1,316.46	\$ 26.33	\$ 35,478.41	\$ 1,359.90	\$ 27.20
	Step 3	\$ 34,150.40	\$ 1,309.00	\$ 26.18	\$ 35,277.37	\$ 1,352.19	\$ 27.04	\$ 36,441.52	\$ 1,396.82	\$ 27.94
	Step 4	\$ 35,040.65	\$ 1,343.12	\$ 26.86	\$ 36,197.00	\$ 1,387.44	\$ 27.75	\$ 37,391.50	\$ 1,433.23	\$ 28.66
Level 3	Step 1	\$ 36,103.77	\$ 1,383.87	\$ 27.68	\$ 37,295.19	\$ 1,429.54	\$ 28.59	\$ 38,525.93	\$ 1,476.71	\$ 29.53
	Step 2	\$ 37,187.06	\$ 1,425.39	\$ 28.51	\$ 38,414.24	\$ 1,472.43	\$ 29.45	\$ 39,681.91	\$ 1,521.02	\$ 30.42
	Step 3	\$ 38,301.94	\$ 1,468.13	\$ 29.36	\$ 39,565.91	\$ 1,516.57	\$ 30.33	\$ 40,871.58	\$ 1,566.62	\$ 31.33
	Step 4	\$ 39,451.04	\$ 1,512.17	\$ 30.24	\$ 40,752.92	\$ 1,562.07	\$ 31.24	\$ 42,097.77	\$ 1,613.62	\$ 32.27

Calculation Example - For Level 2, Step 1

$$\begin{aligned}
 \text{True Hourly Rate} &= \{[(33.19 \times 5) \times 195] / 26.089\} / 50 \\
 &= \{[165.95 \times 195] / 26.089\} / 50 \\
 &= \{32,360.25 / 26.089\} / 50 \\
 &= 1,240.38 / 50 \\
 &= \underline{\underline{\$24.81}}
 \end{aligned}$$

These undertakings are provided on the basis of issues identified by Catholic Education NT, in the application before the Fair Work Commission.

Signed on behalf of Catholic Education NT,

Witnessed by,



Paul Greaves  
**DIRECTOR**

02 February 2023



Dirk Botha  
**DEPUTY DIRECTOR SCHOOL SERVICES**

02 February 2023