

Note - In accordance with s.205A of the *Fair Work Act 2009* (Cth) the most favourable term of the delegates' rights terms in the relevant modern awards, as determined by the Fair Work Commission, is taken to be a term of the agreement. This agreement is to be read together with an undertaking given by the employer. The undertaking is also taken to be a term of this agreement. A copy of these terms can be found at the end of the agreement.

WA Catholic School Support Staff Enterprise Agreement 2024

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PART 1 – APPLICATION AND OPERATION OF AGREEMENT

1. TITLE

- 1.1 This agreement shall be known as the *WA Catholic School Support Staff Enterprise Agreement 2024 (Agreement)*.

2. APPLICATION

- 2.1 This Agreement shall cover:
- a. the Employers listed in **Schedule 1 (Employers)**;
 - b. the Employees of the Employers employed in the Classifications contained in **Schedule 2 (Employees)**; and
 - c. the Independent Education Union of Australia WA Branch, United Workers Union WA Branch, and the Australian Nursing Federation Industrial Union of Workers Perth, subject to the unions applying to be covered by the Agreement under section 183 of the *Fair Work Act 2009* (Cth) (**FW Act**).
- 2.2 The Employees covered by this Agreement are all support, operations and general staff employed by the Employers listed in **Schedule 1**, working in:
- a. schools registered pursuant to the *School Education Act 1999* (WA); and
 - b. long day care, occasional care (including those occasional care services not licensed), childcare centres, daycare facilities, and Outside School Hours Care (**Early Learning Centres**).
- 2.3 To clarify, this Agreement does not cover:
- a. Teachers registered with the Teacher Registration Board of Western Australia
 - b. Early Learning Centre teachers covered by the *WA Catholic School Teachers Enterprise Agreement 2023*
 - c. Bursars or business managers, however so named, being the most senior administrative Employee employed with delegated authority to act for the Employer's school
 - d. Members of a recognised religious teaching order and/or a Minister of Religion.
- 2.4 The Principal of each Employer school covered by the Agreement has the delegated authority to act on behalf of the Employer in relation to the relevant school in which they are Principal or any other school as delegated.

3. DEFINITIONS

- 3.1 The following definitions apply to this Agreement:
- a. **Agreement** means this *WA Catholic School Support Staff Enterprise Agreement 2024* and includes **Schedules 1, 2 and 3** unless the context provides otherwise.
 - b. **Adult apprentice** means an apprentice who is twenty-one (21) years old or over at the commencement of their apprenticeship.
 - c. **Apprentice** means any person employed and registered in the form prescribed by the relevant State Apprenticeship Authority.

- d. **Base Salary** means the annual base salary for the Employee's Classification, Level and Step in **Schedule 2**, but does not include the following allowances:
 - i. monetary allowances;
 - ii. overtime or penalty rates; and
 - iii. any other separately identifiable amounts in **Schedule 2**, **Schedule 3** or the body of the Agreement.
- e. **Casual Employee** is defined by section 15A of the FW Act. In summary, a casual Employee has no firm advance commitment to continuing and indefinite work, is engaged by the hour, and receives a casual loading in addition to the full-time minimum hourly rate but does not receive full-time or part-time employment benefits such as paid annual and paid personal/carer's leave.
- f. **Catholic School** means a School within the meaning of the *School Education Act 1999* (WA) and administered by the Employers.
- g. **CEWA** means Catholic Education Western Australia Limited.
- h. **Classification** means an Employee's Classification as defined in **Schedule 2**.
- i. **Continuous Service**, unless otherwise specified in this Agreement, has the same meaning as in section 22 of the FW Act. Continuous Service will be transferrable within the Employers listed in **Schedule 1**. Continuous Service:
 - i. shall include full-time, part-time, and fixed-term employment, paid leave and authorised unpaid leave; and
 - ii. unpaid leave does not break the continuity of service but does not count toward the Employee's period of Service for leave entitlements or annual salary increments.
- j. **Employee organisation** has the meaning given by section 12 of the FW Act.
- k. **FW Act** means the *Fair Work Act 2009* (Cth).
- l. **FTE** means full-time equivalent as a fraction of the ordinary hours worked by a full-time Employee in the same Classification in **Schedule 2**.
- m. **Household** means any other person who lives with the Employee as a member of their household, or a person related to the Employee according to First Nations kinship rules, unless otherwise defined.
- n. **Immediate Family**, of a person, unless otherwise defined means:
 - i. a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the person; or
 - ii. a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the person.
- o. **Minimum Hourly Rate**, or MHR, means the minimum hourly rate for ordinary hours for the Employee's Classification as set out in **Schedule 2**.
- p. **NES** means the National Employment Standards as set out in the FW Act.
- q. **Non-term-weeks** means the twelve (12) weeks in the School year other than Term-weeks and includes periods designated as school holidays for students. Where an

Early Learning Centre operates according to terms that approximate school terms, Non-term-weeks will have the same meaning.

- r. **Principal** means the Employee appointed to an Employer school's most senior leadership position.
- s. **Regular Casual Employee** as defined in the Fair Work Act is a regular casual employee at a particular time if, at that time the Employee:
 - i. is a casual employee; and
 - ii. has been employed by the Employer on a regular and systematic basis.
- t. **School year** means twelve (12) months commencing from the day Employees are required to attend school for the new educational year or the calendar year as determined by the Employer, including Term-weeks and Non-term-weeks.
- u. **Service**, unless otherwise specified in this Agreement, has the same meaning as in section 22 of the FW Act.
- v. **Term-weeks** means the weeks in the School year that students are required to attend school as set out in each school's calendar, including student or pupil-free days.
- w. **Working weeks** means the number of weeks an Employee is required to work each year.
- x. **Workplace delegate** has the meaning given by section 350C(1) of the FW Act.

4. PERIOD OF OPERATION

- 4.1 This Agreement shall commence operation seven (7) days after approval by the Fair Work Commission.
- 4.2 This Agreement's nominal expiry date shall be no more than four (4) years from the date the Agreement was approved by the Fair Work Commission. However, this Agreement shall continue to operate beyond the nominal expiry date until it is replaced or terminated in accordance with the FW Act.
- 4.3 Negotiations for a replacement agreement will commence six (6) months before this Agreement's nominal expiry date.

5. RELATIONSHIP TO AWARDS, LEGISLATION AND OTHER INSTRUMENTS

- 5.1 This Agreement operates to the exclusion of any modern award or industrial instrument, including the *Educational Services (Schools) General Staff Award 2020 (Award)*, except where expressly provided for in this Agreement.
- 5.2 Any legislation, including the NES, Employer policy, procedure, or other document referred to in this Agreement, is not incorporated into the Agreement and does not form part of it.
- 5.3 This Agreement shall be read and interpreted in conjunction with the NES. Where there is an inconsistency between this Agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.
- 5.4 An Employer will ensure that a copy of this Agreement and the NES are available to all Employees to whom they apply either on a noticeboard conveniently located at or near the workplace or through electronic means, whichever makes them more accessible.

PART 2 – GENERAL CONDITIONS OF SERVICE

6. CONTRACT OF SERVICE

- 6.1 Unless otherwise specified in this Agreement, the general conditions of service for Employees are set out in Part 2.
- 6.2 Employees may be engaged on an ongoing (full-time or part-time), fixed-term, or casual employment contract.
- 6.3 Employees covered by this Agreement will be engaged in accordance with the Classification structure in **Schedule 2**.
- 6.4 Upon engagement, an Employer will inform each Employee in writing of their Classification, Level and Step and whether they are employed on an ongoing, fixed-term or casual basis and of any changes to their Classification.

7. FULL-TIME EMPLOYEES

- 7.1 A full-time Employee, unless otherwise specified in this Agreement, or the Employee's Classification in **Schedule 2**, is an Employee engaged to work:
- a. thirty-eight (38) ordinary hours per week; or
 - b. an average of thirty-eight (38) ordinary hours per week.
- 7.2 A full-time Employee's ordinary hours of work will be worked in accordance with the relevant Ordinary Hours Clause for the Employee's Classification in **Schedule 2**.

8. PART-TIME EMPLOYEES

- 8.1 A part-time Employee, unless otherwise specified in this Agreement, is an Employee engaged to work:
- a. less than thirty-eight (38) ordinary hours per week or less than an average of thirty-eight (38) ordinary hours per week; or
 - b. for less than the School year under Clause 11 – Reduced Working Year Arrangement; and
 - c. has reasonably predictable hours of work.
- 8.2 A part-time Employee's ordinary hours of work will be worked in accordance with Clause 8 - Part-time Employees and, where relevant, the Ordinary Hours Clause for the Employee's Classification in **Schedule 2**.
- 8.3 A part-time Employee will be paid the Base Salary/MHR for their relevant Classification, Level and Step in **Schedule 2** and will receive, on a pro-rata basis, the same pay and conditions as a full-time Employee who does the same type of work.
- 8.4 At the time of engagement, the Employer will advise the part-time Employee in writing on a regular pattern of work specifying the hours worked each day, which days of the week the Employee will work, the number of weeks of the School year or calendar year the Employee will work, and the starting and finishing time each day (**part-time roster**).
- 8.5 The Employer may vary an Employee's part-time roster in writing with reasonable notice where necessary to meet operational or school requirements or otherwise by mutual agreement between the Employer and Employee.

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- 8.6 The Employer may require a part-time Employee to work reasonable additional hours.
- 8.7 A part-time Employee who agrees to work additional hours outside of their part-time roster (under sub-clause 8.4) will be paid a casual loading of 25% on their MHR for the additional hours worked:
- a. up to a maximum of eight (8) ordinary hours a day and within the applicable daily spread of ordinary hours for the Employee's Classification in **Schedule 2**; or
 - b. up to the maximum weekly ordinary hours (or maximum weekly ordinary hours where the Employee's ordinary hours are averaged) for the Employee's Classification in **Schedule 2**.
- 8.8 A part-time Employee will be paid for additional hours worked that fall outside of sub-clause 8.7 at the rate in Clause 57 – Overtime, instead of the casual loading in sub-clause 8.7
- 8.9 Where a part-time Employee works additional hours on a day that they are already attending work, the minimum engagement of two (2) hours will not apply.
- 8.10 Additional hours worked by a part-time Employee in accordance with sub-clauses 8.7 and 8.8 do not accrue leave entitlements under this Agreement or the NES.
- 8.11 Superannuation contributions will be paid on additional hours worked under sub-clauses 8.7 and 8.8.

9. CASUAL EMPLOYEES

- 9.1 For each ordinary hour worked, a casual Employee must be paid the MHR for their Classification, Level and Step in which they are employed in **Schedule 2** and a 25% loading on their MHR.
- 9.2 When a casual Employee works overtime, they must be paid the overtime rates in the table in sub-clause 57.4. The overtime rates in this table include casual loading.
- 9.3 A casual Employee will work or be paid for at least two (2) hours for each engagement.
- 9.4 An Early Learning Centre Services Employee working in an Outside School Hours Care program may satisfy the minimum engagement in sub-clause 9.3 by working one (1) hour before and one (1) hour after school on the same day.
- 9.5 The pathway for an Employee to change from casual employment to full-time or part-time employment is provided for in the NES. See sections 66A to 66MA of the FW Act. Disputes about changes to casual employment status may be dealt with under this Agreement, Clause 66 - Dispute Resolution or sections 66M to 66MA of the FW Act.

10. FIXED-TERM EMPLOYEES

- 10.1 An Employee may be engaged on a fixed-term employment contract of no longer than two (2) years (including any extension or renewal) on a full-time or part-time basis, subject to the limitations in section 333F of the FW Act, including but not limited to the following:
- a. to replace an Employee on leave;
 - b. to undertake a specified task for which funding has been made available; or
 - c. to undertake a specified task that has a limited period of operation.
- 10.2 The Employer will inform the fixed-term Employee of:

- a. the reason for the fixed-term of employment;
 - b. the date the fixed-term contract commences and ends; and
 - c. the benefits applicable under this Agreement.
- 10.3 The termination of employment of an Employee on a fixed-term employment contract will be the earlier of:
 - a. the expiry date in their employment contract; or
 - b. the notice of termination provided in accordance with this Agreement under Clause 62 - Termination of Employment, or sub-clause 62.10 in the case of serious misconduct.
- 10.4 A fixed-term Employee is not entitled to the following benefits under this Agreement or the NES:
 - a. notice of termination where the Employee's employment terminates at the end of the fixed-term employment contract; or
 - b. redundancy provisions where the Employee's employment terminates at the end of the fixed-term employment contract or otherwise in accordance with this Agreement.
- 10.5 The Employer must provide the Employee with a copy of a Fixed Term Contract Information Statement when the Employee enters, or as soon as possible after entering, the fixed-term employment contract.
- 10.6 Disputes about fixed-term employment contracts may be dealt with under section 333L of the FW Act.
- 11. REDUCED WORKING YEAR ARRANGEMENT (EMPLOYEES REQUIRED TO WORK LESS THAN A FULL CALENDAR YEAR OR LESS THAN 48 WEEKS)**
- 11.1 An Employer may require an Employee to work less than 48 weeks per calendar year, meaning they are required to take leave without pay for the weeks they are not required to work (**Reduced Working Year Arrangement**), provided that:
 - a. the Employee's employment contract specifies the arrangement in writing;
 - b. it is part of the conditions of employment for the Employee's Classification in **Schedule 2**; and
 - c. all such periods count as Service for the purpose of calculating accrued leave entitlements and do not break continuity of service.
- 11.2 An Employee working under a Reduced Working Year Arrangement will have their Base Salary averaged over a calendar year. The Employee is paid the average amount every fortnight for the calendar year.
- 11.3 When calculating any allowance or penalty rate for an Employee working under a Reduced Working Year Arrangement, the allowance or penalty rate will be calculated on the MHR that applies before the Base Salary is averaged as provided for in sub-clause 11.2 is applied.
- 11.4 A full-time, part-time and fixed-term Employee in the Classification of:
 - a. Education Assistants and First Nations Educators
 - b. Boarding House Services

c. Nursing Services

are not required to work in accordance with Clause 11 – Reduced Working Year Arrangement and are paid their Base Salary and applicable allowances for the full calendar year. This payment includes any entitlement to paid annual leave under the NES or this Agreement.

12. OFFER OF ADDITIONAL WORK DURING NON-TERM-WEEKS

- 12.1 Where an Employee works under a Reduced Working Year Arrangement, the Employer may offer, and the Employee may choose to accept, appropriate work up to 48 weeks (whether on a full-time, part-time or casual basis).
- 12.2 An Employee's refusal of the offer of additional work must not prejudice their normal employment relationship.
- 12.3 Remuneration for such work will be at the MHR applicable to the work being performed.
- 12.4 Appropriate work in sub-clause 12.1 means work that is available and capable of being performed by the Employee.

13. PROBATION

Except for casual Employees, and unless otherwise provided in this Agreement, all new Employees are subject to a three (3) month probationary period. During their probation, either party can terminate the employment by giving one (1) week of notice, except as provided for in sub-clause 62.10

14. NOTIFICATION OF ABSENCES

An Employee must notify the Employer as soon as possible of their inability to attend work and the estimated duration and reason for their absence. Wherever possible, this should occur before the Employee's start time.

15. STAFF MEETINGS AND PROFESSIONAL DEVELOPMENT DAYS

- 15.1 The Principal can reasonably require an Employee to attend staff meetings and professional development days on days they usually work.
- 15.2 A part-time Employee cannot be required to attend a staff meeting or professional development day on a day that the Employee would not ordinarily work. However, if the Principal requests a part-time Employee to attend on a day they are not usually rostered, and the Employee agrees, the Employee will be paid for the time they are required to attend, with a minimum attendance or payment of two (2) hours.

16. RIGHT TO DISCONNECT

- 16.1 Section 333M of the FW Act provides for an Employee's right to disconnect. This Clause summarises that right.
- 16.2 Unless it is unreasonable to do so, an Employee is not required to initiate, read, monitor, or respond to electronic or other contact, communication, or attempted contact or communication from their Employer or a third party (including other school staff, parents, or community members) when they are not at work. This includes when an Employee is on personal/carers leave, approved leave, or public holidays.

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- 16.3 In determining whether an Employee's refusal is unreasonable, matters that must be considered include:
- a. the reason for the contact or attempted contact;
 - b. how the contact or attempted contact is made, and the level of disruption the contact or attempted contact causes the Employee;
 - c. the extent to which the Employee is compensated, including non-monetary compensation, to remain available to perform work during the period in which the contact or attempted contact is made or for working additional hours outside of the Employee's ordinary hours of work;
 - d. the nature of the Employee's role and level of responsibility; and
 - e. the Employee's personal circumstances (including caring or family responsibilities).
- 16.4 The Employer is not prevented from contacting or attempting to contact an Employee outside of working hours:
- a. in an emergency;
 - b. for an emergency roster or staffing change;
 - c. about health-related issues or where a failure to communicate could disadvantage the Employee; or
 - d. where the Employee is being paid the on-call allowance in accordance with Clause 48 - On-call and Recall Allowance, and the Employer's contact is to notify the Employee that they are required to attend or perform work or give other notice about the on-call.
- 16.5 A dispute about the right to disconnect may be dealt with under Clause 66 – Dispute Resolution or section 333N of the FW Act.

17. INDIVIDUAL FLEXIBILITY ARRANGEMENTS

- 17.1 An Employer and Employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of the terms of the Agreement if:
- a. the arrangement deals with one (1) or more of the following matters:
 - i. arrangements about when work is performed;
 - ii. overtime rates;
 - iii. penalty rates; and
 - iv. allowances,
 - b. the arrangement meets the genuine needs of the Employer and Employee in relation to the matter or matters mentioned in sub-clause 17.1a.; and
 - c. the arrangement is genuinely agreed to by the Employer and Employee, without coercion or duress.
- 17.2 An individual flexibility arrangement may only be made after the individual Employee has commenced employment with the Employer.
- 17.3 An Employer who wishes to initiate the making of an individual flexibility arrangement must:

- a. give the Employee a written proposal; and
 - b. if the Employer is aware that the Employee has or should reasonably be aware that the Employee may have, a limited understanding of written English, take reasonable steps to ensure that the Employee understands the proposal.
- 17.4 If the Employer proposes to enter an individual flexibility arrangement with an Employee, the Employer must meet with the Employee to discuss the proposal prior to entering the individual flexibility arrangement if the Employee requests such a meeting.
- 17.5 The Employer must ensure that the terms of the individual flexibility arrangement:
 - a. are about permitted matters under section 172 of the FW Act; and
 - b. are not unlawful terms under section 194 of the FW Act; and
 - c. result in the Employee being better off overall than the Employee would have been if no individual flexibility arrangement were agreed to.
- 17.6 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 eighteen (18) years of age, is signed by a parent or guardian of the Employee; and
 - d. includes details of:
 - i. the terms of the Agreement that will be varied by the arrangement; and
 - ii. how the arrangement will vary the effect of the terms; and
 - iii. how the Employee will be better off overall in relation to the terms and conditions of his or her employment because of the arrangement; and
 - e. states the day on which the arrangement commences; and
 - f. describes how the individual flexibility arrangement can be terminated.
- 17.7 The Employer must give the Employee a copy of the individual flexibility arrangement within fourteen (14) days after it is agreed to.
- 17.8 The Employer or Employee may terminate the individual flexibility arrangement:
 - a. at any time, by agreement in writing between the Employer and the Employee; or
 - b. by the Employer or the Employee giving twenty-eight (28) days written notice to the other party.
- 17.9 An individual flexibility arrangement terminated in accordance with sub-clause 17.8b ceases to have effect at the end of the period of notice required under that Clause.
- 17.10 The Employer or Employee may use the dispute settlement procedure in Clause 66 to deal with disputes that may arise concerning the matters dealt with in the individual flexibility arrangement.

18. REQUESTS FOR FLEXIBLE WORKING ARRANGEMENTS

- 18.1 An Employee is entitled to request flexible working arrangements in writing in accordance with the NES and as summarised by this Clause.

- 18.2 Under the NES and this Agreement, Employees who have worked for their Employer for a continuous period of at least twelve (12) months (and certain casual Employees) are entitled to request flexible working conditions (including part-time hours) where the Employee:
- a. is pregnant;
 - b. is a parent, or has responsibility for the care of a child who is of school age or younger;
 - c. is a carer, within the meaning of the *Carer Recognition Act 2010* (Cth);
 - d. has a disability;
 - e. is 55 or older;
 - f. is experiencing violence from a member of their family; or
 - g. provides care or support to a member of their Immediate Family, or member of the Employee's Household, who requires care or support because they are experiencing violence from the member's family. .
- 18.3 The Employer will respond to the request in writing within twenty-one (21) days of the Employee's request in accordance with section 65A of the FW Act.
- 18.4 Disputes about requests for flexible working arrangements may be dealt with where the Employer has refused the request, or twenty-one (21) days have passed since the Employee made the request under Clause 66 - Dispute Resolution or under section 65B of the FW Act.

19. DUTIES

At all times in performing their duties and responsibilities, Employees must:

- a. comply with any lawful direction given by the Employer;
- b. use their best endeavours;
- c. devote the whole of their time and attention to their work;
- d. not engage in any activities that seek to publicly harm the reputation or criticise the actions of the Employer;
- e. comply with the Employer's documents, policies and procedures as varied from time to time; and
- f. ensure the highest level of safe working practices is adhered to and always maintained.

PART 3 – HOURS OF WORK – EMPLOYEES OTHER THAN SHIFT WORKERS

20. ORDINARY HOURS – EMPLOYEES OTHER THAN SHIFT WORKERS

- 20.1 A full-time Employee's ordinary hours of work are set out in Clause 7 - Full-time Employees and worked in accordance with the Employee's Classification in **Schedule 2**.
- 20.2 A part-time Employee's ordinary hours of work are set out in Clause 8 - Part-time Employees and worked in accordance with the Employee's Classification in **Schedule 2**.
- 20.3 A casual Employee's ordinary hours of work are set out in Clause 9 - Casual Employees and a maximum of thirty-eight (38) ordinary hours per week.
- 20.4 Unless otherwise provided, work outside of an Employee's ordinary hours will be paid at the overtime rates in accordance with Clause 57 – Overtime.
- 20.5 Overtime and Penalty Rates are not cumulative unless otherwise specified in this Agreement.

21. REST BREAKS

- 21.1 All Employees, except for a shift worker as defined under Clause 22 – Shift Work Definitions, and those who work for more than three (3) consecutive hours, are entitled to one (1) paid rest break of ten (10) minutes per day.
- 21.2 All Employees shall be allowed an unpaid meal break of not less than thirty (30) consecutive minutes when they are engaged or rostered to work more than five (5) consecutive hours on a day.
- 21.3 By agreement with their Employer, an Employee who works more than five consecutive (5) hours on a day may take two (2), twenty (20) minute rest breaks, one (1) paid and one (1) unpaid, instead of one (1), ten (10) minute paid rest break and one (1) thirty (30) minute unpaid meal break in place of the rest breaks set out in the above sub-clauses 21.1 and 21.2.

PART 4 – SHIFT WORK

22. SHIFT WORK DEFINITIONS

The following definitions apply to shift work:

- a. **Day shift** is a shift that starts and finishes wholly within the spread of ordinary hours for the Employee's Classification in **Schedule 2**.
- b. **Afternoon shift** is a shift that is not a day shift and finishes after the spread of ordinary hours for the Employee's Classification in **Schedule 2** and at or before midnight.
- c. **Night shift** is a shift that is not a day shift and finishes after midnight and at or before the commencement of the relevant spread of ordinary hours for the Employee's Classification in **Schedule 2**.
- d. **Permanent night shift** means an Employee who, during a period of engagement on shift:
 - i. works on Night shift only;
 - ii. remains on Night shift for a period longer than four (4) consecutive weeks; or
 - iii. works on a Night shift that does not rotate or alternate with another shift or with day work, ensuring at least one-third of their working time is off night shift in each shift during the engagement period or cycle.

23. ORDINARY HOURS FOR SHIFT WORK

The ordinary hours for shift work:

- a. will be worked each shift (except for broken shifts and meal breaks) continuously;
- b. shall not exceed ten (10) hours, inclusive of a meal or rest break in any single shift; and
- c. will be rostered in accordance with Clause 24 - Rostering.

24. ROSTERING

- 24.1 For shift workers working on a roster, the Employer will prepare a roster showing normal starting and finishing times and each Employee's name and display or make it available in a place conveniently accessible to the Employee at least seven (7) days before the commencement of the roster period.
- 24.2 An Employee rostered to work their ordinary hours on a Saturday, Sunday, or a public holiday will be paid the appropriate penalty rate in accordance with Clause 58 - Saturday and Sunday Work or at the Public Holidays rate in the table at sub-clause 57.4, unless otherwise specified in this Agreement.

25. ALTERING THE ROSTER

- 25.1 A roster may be altered by mutual agreement at any time or by the Employer providing the Employee with seven (7) days' notice of the change.
- 25.2 Notwithstanding sub-clause 25.1, the Employer may alter a roster at any time if the Employer and Employee agree or if another Employee is absent from work due to illness, or an emergency.

- 25.3 An Employee must be given as much notice as possible of a rostered shift change. Where the roster change requires an Employee to work on a day they would not otherwise have worked, another day off will be arranged by mutual consent.

26. PAYMENT FOR SHIFT WORK

An Employee rostered to perform shift work will be paid:

- a. 115% of the MHR on an Afternoon or Night shift; and
- b. 130% of the MHR for a permanent Night shift.

27. BROKEN SHIFT ROSTERS

- 27.1 An Employee may be rostered to work their ordinary hours in a broken shift.
- 27.2 A broken shift is a shift that is rostered in two (2) periods of duty, exclusive of breaks, per day.
- 27.3 Where an Employee (other than a casual Employee) is rostered to work a broken shift, they will be paid in accordance with Clause 59 - Broken Shifts with a minimum payment of two (2) hours for each period of duty.

28. SHIFT WORK - MEAL BREAKS

An Employee working a shift as defined by Clause 22 – Shift Work Definitions, shall be allowed an unpaid meal break of not less than thirty (30) consecutive minutes where they are engaged or rostered to work more than five (5) consecutive hours on a day or shift unless an alternative arrangement is mutually agreed between the Employee and Employer. Such a break will start no later than five (5) hours after the Employee commences work.

29. SHIFT WORK - REST BREAKS

An Employee working a shift as defined by Clause 22 – Shift Work Definitions, shall be allowed a ten (10) minute paid rest break for each three (3) consecutive hours worked, with a maximum of two (2) rest breaks per shift, unless an alternative arrangement is mutually agreed between the Employee and Employer.

PART 5 – CLASSIFICATIONS AND PAYMENT

30. PAYMENT FOR ORDINARY HOURS

Except as otherwise provided in this Agreement, an Employee shall be paid for their ordinary hours of work at the Base Salary/MHR for their Classification, Level and Step as set out in **Schedule 2**.

31. COMMENCEMENT AND PROGRESSION

31.1 On appointment, the Employer will place the Employee at the appropriate Level and Step for their Classification in **Schedule 2** according to the role requirements, relevant experience, and qualifications.

31.2 After each twelve (12) months of full-time equivalent Continuous Service, following the commencement of this Agreement, an Employee will be eligible to move to the next Step within their Level until they reach the top Step for their Level.

31.3 An Employee will not be eligible to move to the next Step in the Level if their performance is subject to a formal performance improvement process and the Employee's improvement is not yet satisfactory.

32. REVIEW OF CLASSIFICATION LEVEL

32.1 An Employee may request a review of their Classification Level in writing, referencing the relevant Classification in **Schedule 2 (Review Request)**.

32.2 Employees can only make a Review Request after their first twelve (12) months in their position and not more than once every 12 months, except in exceptional circumstances.

32.3 The Review Request must contain the following information:

- a. a description of the work currently performed by the Employee;
- b. the Employee's assessment as to whether the position description for the work they currently perform is accurate and any substantiating reasons for that assessment;
- c. information comparing the work performed by the Employee against:
 - i. the typical requirements for the Employee's current Classification and Level (including an estimate of the time typically spent performing different tasks); and
 - ii. the typical requirements for the proposed Classification and Level (including an estimate of the time typically spent performing different tasks),
- d. whether the Employee's supervisor/manager/Principal supports the Employee's Review Request; and
- e. other relevant material or documents as appropriate.

32.4 The Employer will:

- a. consider the Employee's Review Request; and
- b. notify the Employee in writing of the outcome within ten (10) Term-weeks following receipt of the Review Request.

33. NO DISADVANTAGE

Where, on commencement of this Agreement, an Employee is paid at an agreed salary or hourly rate that is:

- a. greater than the prescribed Base Salary/MHR for their Classification and Level under **Schedule 2**, annual increases in the Employee's salary or hourly rate will be at the discretion of the Principal until the Employee's Base Salary/MHR is the equivalent to the top Step for their Classification and Level in **Schedule 2**; or
- b. the same, or less than the prescribed Base Salary/MHR for their Classification and Level under **Schedule 2**, they will commence at the first Step at the new Level for their Classification in accordance with **Schedule 2**.

34. INCREASES IN MINIMUM BASE SALARY/MHR

The Base Salary/MHR for the Classifications set out in **Schedule 2** will be increased at the same time and by the same percentage rate as increases paid to commensurate Employees employed in accordance with the equivalent industrial agreement registered by the Director General, Department of Education in the Western Australian Industrial Relations Commission as determined by CEWA.

35. ONE-OFF PAYMENT AFTER THE AGREEMENT COMMENCES

- 35.1 The Employer will pay a one-off payment of \$3000 to ongoing and fixed-term Employees (and pro rata for part-time Employees) employed when this Agreement commences after approval by the Fair Work Commission in accordance with sub-clause 4.1.
- 35.2 The one-off payment in sub-clause 35.1 will be paid to eligible Employees in the first pay period following the commencement of the Agreement.
- 35.3 Casual Employees will not be eligible for the payment.
- 35.4 The one-off payment under this Clause will not be added to an Employee's Base Salary/MHR.

36. TRAINEESHIPS

Where an Employee is undertaking a registered traineeship, they shall be paid the base rate of pay specified in the *Educational Services (Schools) General Staff Award 2020* plus \$0.50 per hour.

37. APPRENTICES

- 37.1 The Base Salary/MHR for an Apprentice other than an Adult apprentice shall be calculated as a percentage of the Base Salary/MHR in **Schedule 2** for the Apprentice's Classification, Level and Step according to the following table.

Year of Apprenticeship	Has not completed Year 12	Has completed Year 12
1st year	50%	55%
2nd year	60%	65%
3rd year	75%	75%
4th year	90%	90%

- 37.2 The Base Salary/MHR on commencement for an Adult apprentice is the lowest rate prescribed for the Employee's Classification, Level and Step in **Schedule 2**, subject to sub-clause 37.1.
- 37.3 An Adult apprentice engaged by the Employer immediately before becoming an Apprentice must continue to receive the Base Salary/MHR that applied to the Classification, Level, and Step in **Schedule 2** in which they were employed immediately prior to commencing their apprenticeship, provided that the person has been an Employee of the Employer for at least:
- six (6) months as a full-time Employee; or
 - twelve (12) months as a part-time or regular casual immediately prior to commencing the apprenticeship.
- 37.4 Time spent by an Apprentice attending training and assessment specified in or associated with the training contract must be regarded as time worked by the Employer for the purpose of calculating the Apprentice's wage and determining leave entitlements.
- 37.5 The Employer will reimburse all fees charged by a Registered Training Organisation (**RTO**) and the cost of all prescribed textbooks for the apprenticeship paid by an Apprentice, unless there is unsatisfactory progress. An Employer may meet its obligation by paying any fees and/or textbook costs directly to the RTO.
- 37.6 The Apprentice's probationary period must be set out in the training agreement or contract consistent with the requirements of the Apprenticeship Authority or relevant legislation, but must not exceed three (3) months.
- 37.7 Except as otherwise provided for in this Agreement or the training agreement, the conditions of employment for an Apprentice are those specified in this Agreement, except for Clause 63 - Redundancy.
- 37.8 No Apprentice under the age of eighteen (18) years will be required to work overtime unless they request to do so. An Apprentice must not work or be required to work overtime at times which would prevent their attendance at their RTO.
- 37.9 An Apprentice must only work on a day shift. However, an Apprentice over eighteen (18) years old may, by mutual agreement with the Employer, be required to work on an afternoon shift provided it does not prevent their attendance at their RTO.
- 37.10 Where an Apprentice is required to attend block release training that requires an overnight stay, the Employer must pay the reasonable travel costs the Apprentice incurs

while travelling to and from such training, including reasonable transport, accommodation, and meals. The costs may be reduced if the Apprentice is eligible for government assistance for the block training.

38. JUNIOR EMPLOYEE RATES

A junior Employee employed in a Classification in **Schedule 2** is to be paid at the percentage of the Base Salary/MHR at the lowest Step for their Classification and Level in **Schedule 2**, according to the following table.

Age	% of adult rate
Under 17 years of age	60%
17 years of age	70%
18 years of age	80%
19 years of age	90%

PART 6 – WORKLOAD CONDITIONS

39. TEN HOUR BREAK

- 39.1 An Employee required to work overtime is entitled to a minimum break of ten (10) consecutive hours between work on successive days. This applies to both ordinary hours and where overtime is worked.
- 39.2 If, on request of the Employer, an Employee agrees to resume or continue work without having had ten (10) consecutive hours off duty on successive days in accordance with sub-clause 39.1:
- the Employee is entitled to be absent from duty without loss of pay for their ordinary hours until a ten (10) consecutive hour break has been taken; or
 - if the Employee resumes work without having had ten (10) consecutive hours off duty, the Employee is entitled to 200% of the MHR for their Classification, Level, and Step until released from duty and without loss of pay for their ordinary hours they would otherwise have worked.
- 39.3 However, the entitlements in sub-clauses 39.1 and 39.2 do not apply to the following Employees:
- A Boarding House Services Employee, where the periods of duty are concurrent with a sleepover
 - An Employee who is provided with accommodation on the Employer's premises or in the vicinity of the Employer's premises at no cost to the Employee
 - An Employee working a broken shift
 - An Employee who is attending a school camp or excursion.

PART 7 – WAGES AND OVERPAYMENTS

40. PAYMENT OF SALARY

- 40.1 Employees shall be paid wages by electronic fund transfer to an acceptable financial institution they nominate by no later than the last working day of every fortnight.
- 40.2 The Employer may deduct from an Employee's wages, or any monies owing, any amount it is authorised to deduct, including any overpayment of remuneration or amount this Agreement or the NES provides for. However, the Employer will not make any deduction if it is principally for the Employer's benefit and unreasonable in the circumstances.
- 40.3 The Employer must pay an Employee no later than seven (7) days after the day on which the Employee's employment terminates, including for any complete or incomplete pay period up to the day of termination.
- 40.4 The requirement to pay wages and other monies is subject to the Employer making deductions authorised under this Agreement.
- 40.5 Unless otherwise prescribed, allowances are paid fortnightly.

41. HOLIDAY PAY ADJUSTMENT

- 41.1 Where an Employee works in accordance with Clause 11 – Reduced Working Year Arrangement, an Employer will pay the Employee their averaged Base Salary over the calendar year, subject to the terms and conditions of the relevant Classification in **Schedule 2**.
- 41.2 Under a Reduced Working Year Arrangement, the number of weeks or Term-weeks an Employee must work to be paid during Non-term-weeks is determined by the Holiday Pay Adjustment Factor (**HPA Factor**).
- 41.3 Published annually, the HPA Factor for a calendar year stipulates the number of Non-term-week days accrued per Term-week worked.
- 41.4 Where an Employee has not worked sufficient Term-weeks to accrue the requisite number of Non-term-weeks paid in advance, the overpaid Non-term-weeks will be calculated and recovered as a Holiday Pay Adjustment (**HPA**).
- 41.5 For this Clause and for calculating the HPA:
 - a. paid leave (except for paid parental leave) during Term-weeks counts as time worked; and
 - b. Non-term-weeks include public holidays that fall during Non-term-weeks.
- 41.6 HPA recovery may include the following circumstances:
 - a. by agreement as part of the Employer approving an Employee's unpaid leave request; or
 - b. at the commencement of parental leave as per sub-clause 77.2; or
 - c. as part of the final termination pay when employment terminates, as per Clause 42 - Overpayments; or
 - d. in all other circumstances, as per Clause 42 - Overpayments.
- 41.7 If an HPA is required, the Employee will not unreasonably refuse to repay the HPA under a reasonable payment arrangement in accordance with sub-clause 42.3.

42. OVERPAYMENTS

- 42.1 In the event of an overpayment, the Employer must advise the Employee in writing of the alleged overpayment, including:
- a. the reason for the overpayment;
 - b. the amount of money overpaid;
 - c. the period of the overpayment; and
 - d. the way repayments may be made (for example, cash, cheque or electronic transfer) and how often (this suggestion must be reasonable).
- 42.2 The Employer and Employee must discuss a repayment arrangement and enter into a written agreement about the repayment or repayment plan.
- 42.3 If an overpayment is established, the Employee will not unreasonably refuse to pay the overpayment back under a reasonable repayment arrangement that suits their circumstances.

PART 8 – ALLOWANCES AND SUPERANNUATION

43. ACCREDITATION ALLOWANCE

- 43.1 A full-time or part-time Employee holding a current Accreditation to Work in Catholic Schools is entitled to a single Accreditation Allowance of \$500 per annum paid fortnightly.
- 43.2 For clarity, where an Employee works for more than one Employer under this Agreement, they will only be entitled to one Accreditation Allowance under sub-clause 43.1, not an Accreditation Allowance from each Employer.

44. FIRST AID ALLOWANCE

- 44.1 An Employee will be paid a First Aid Allowance where they hold a current recognised first aid qualification and the Employer:
- a. requires the Employee to perform first aid duty, including dispensing medication to students in accordance with medication plans; or
 - b. nominates the Employee as a recognised workplace first aider.
- 44.2 The allowance payable to an Employee where Clause 44 - First Aid Allowance applies is either:
- a. \$920.47 per annum; or
 - b. \$3.84 per day.
- 44.3 A First Aid Allowance does not apply to an Employee:
- a. in the Nursing Services Classification;
 - b. employed exclusively as a First Aid Officer; or
 - c. who, as part of their role, is required to hold a first aid qualification.
- 44.4 The Employer may split a single entitlement to a First Aid Allowance across more than one Employee at a school at the Principal's discretion.

45. LOCATION ALLOWANCE/REMOTE AREA PACKAGE

The Location Allowances/Remote Area Package is listed in **Schedule 3**.

46. SCHOOL BUS ALLOWANCE

46.1 An Employee whose Employer requires them to drive a school bus carrying children will be paid an allowance of \$16.08 per round trip, subject to sub-clauses 46.2 and 46.3.

46.2 The allowance in sub-clause 46.1 does not apply to an Employee who is employed as a bus driver, where it is an inherent requirement or regular part of the Employee's role, or who is in the Boarding House Services Classification in **Schedule 2**.

46.3 For this Clause, a "**school bus**" is a vehicle equipped to carry more than eight (8) people and provided solely to transport students to or from a Catholic School or another place where students enrolled at the Catholic school attend for an event or activity approved by the Employer.

47. HIGHER DUTIES ALLOWANCE

An Employee whom the Employer temporarily directs to perform duties at a higher Level in their Classification (**higher duties**) will be paid as follows:

- a. An Employee (other than a Facilities and School Operational Services Employee) who performs higher duties for five (5) or more days will be paid the MHR applicable to the first Step for the higher Level for the whole period during which the higher duties are performed.
- b. A Facilities and School Operational Services Employee whom the Employer directs to perform higher duties for one day or more will be paid the MHR that applies to the first Step in the higher Level for the whole period during which the higher duties are performed.

48. ON-CALL AND RECALL ALLOWANCE

48.1 On-call allowance

An Employee required by the Employer to be available for recall to work will be paid an On-call allowance equal to one (1) hour of pay at their applicable MHR for each twenty-four (24) hour period they are required to be on call.

48.2 Recall allowance

An Employee recalled to duty at the workplace will be paid a minimum of two (2) hours at the appropriate overtime rate where that duty is not continuous with their ordinary hours of duty.

48.3 Exception

The On-call and Recall allowances do not apply to:

- a. a Boarding House Services Employee paid a sleepover allowance in accordance with **Schedule 2**; or
- b. an Employee the Employer provides with reasonable accommodation, including living quarters and utilities, and makes available to them for their exclusive use at no cost.

49. MEAL ALLOWANCE

- 49.1 Where the Employer requires an Employee to work more than two (2) hours overtime after more than 7.6 hours or work exclusive of breaks, the Employer will:
- a. provide the Employee with a meal; or
 - b. if it is not possible to provide the Employee with a meal, pay the Employee a meal allowance of \$19.93 per occasion.
- 49.2 Sub-clause 49.1 does not apply:
- a. if the Employee could reasonably return home for a meal; or
 - b. where the Employer requires a Boarding House Services Employee to be on duty during mealtimes, and the Employee is entitled to the meal provided to the School's boarding students.

50. TOOL ALLOWANCE

- 50.1 If the Employer engages an Employee as a tradesperson and does not provide or supply the necessary tools for the Employee to perform their work, the Employee is entitled to a tool allowance of \$17.90 per week. However, carpenters or joiners will receive \$33.88 per week for supplying and maintaining the tools required for their role.
- 50.2 An Apprentice will receive the relevant percentage in sub-clause 37.1 of this allowance.

51. CAMP ALLOWANCE

- 51.1 An Employee required by the Employer to attend a school camp as part of their work will be paid a Camp Allowance of twelve (12) hours at the MHR for their Classification, Level and Step for each twenty-four (24) consecutive hours they are at the camp instead of their Base Salary/MHR for their ordinary hours of work.
- 51.2 In addition to the payment of the Camp Allowance in sub-clause 51.1, an Employee required to attend an overnight camp will be entitled to receive three (3) hours of Time Off in Lieu (**TOIL**) per camp attendance. This TOIL is to be taken at a time mutually agreed with the Employer. However, the provisions of Clause 60 – Time off instead of payment for overtime does not apply to TOIL under Clause 51 – Camp allowance.
- 51.3 Any hours worked by the Employee outside of their ordinary hours of work while on a camp will not accrue leave or other financial (including but not limited to overtime, penalty rates or allowances) or non-financial entitlements under this Agreement.

52. PERSONAL PROTECTIVE EQUIPMENT

- 52.1 Where an Employee is required to use personal protective equipment (**PPE**) to perform their job safely, all necessary PPE must be provided to Employees at no cost. This may include but is not limited to safety glasses, gloves, sturdy footwear, and close-fitting protective clothing.
- 52.2 The Employer shall replace such items on a fair wear and tear basis.

53. VEHICLE ALLOWANCE

Where the Employer requires the Employee to use their private vehicle in the course of their duties, the Employer will pay the Employee the following allowances, that will be updated from time to time as published by the Australian Taxation Office (**ATO**):

- a. a motor vehicle allowance of \$0.99 per kilometre in accordance with the ATO; or
- b. a motorcycle allowance of \$0.33 per kilometre in accordance with the ATO.

54. CARETAKER'S ACCOMMODATION

- 54.1 An Employee who is employed as a caretaker and required by the Employer to reside on premises provided by the Employer will be provided with living quarters and utilities at no cost.
- 54.2 The On-call and Recall allowances in Clause 48 - On-call and Recall Allowance do not apply to a caretaker provided with accommodation as set out in this Clause 54 - Caretaker's Accommodation.

55. SUPERANNUATION

- 55.1 An Employee is entitled to superannuation in accordance with the NES and relevant superannuation legislation and as set out in this Clause 55 - Superannuation.
- 55.2 The Employer will contribute superannuation contributions to an eligible fund of the Employee's choice. If the Employee fails to notify the Employer, or the Employer is unable to pay into the fund the Employee nominates, the Employer will pay the superannuation contribution into its default fund:
 - a. UniSuper (previously the Australian Catholic Superannuation and Retirement Fund).
- 55.3 Superannuation Legislation includes the *Superannuation Guarantee (Administration) Act 1992* (Cth) (**SG Act**), the *Superannuation Guarantee Charge Act 1992* (Cth), the *Superannuation Industry (Supervision) Act 1993* (Cth) and the *Superannuation (Resolution of Complaints) Act 1993* (Cth), and any other legislation that deals with the superannuation rights and obligations of Employers and Employees.

PART 9 – OVERTIME AND PENALTY RATES

56. OVERTIME AND PENALTY RATES ARE NOT CUMULATIVE

The penalty rates in Clause 26 - Payment for Shift Work relating to payment for afternoon and evening shifts, Clause 58 - Saturday and Sunday work, and Clause 57 - Overtime are not cumulative. Where an Employee is entitled to more than one penalty or overtime rate, the Employee will be entitled to the highest single penalty rate.

57. OVERTIME

57.1 Except as otherwise provided for in this Agreement, the provisions of this Clause apply to overtime.

57.2 Overtime is any authorised work performed outside of, or in excess of, the Employee's ordinary or rostered work hours.

57.3 An Employer may require an Employee to work a reasonable amount of overtime.

57.4 Unless otherwise provided for in this Agreement, overtime will be paid at the rates in the following table.

For overtime worked on:	Full and part-time Employees	Casual Employees
	% of MHR	% of MHR
Monday to Saturday – first 3 hours	150	175
Monday to Saturday – after 3 hours	200	225
Sunday	200	225
Public holidays	250	275

57.5 Unless otherwise provided for in this Agreement, overtime will be calculated daily.

58. SATURDAY AND SUNDAY WORK

a. The provisions of this Clause do not apply to an employee in the Classification of Boarding House Services who is paid their applicable Base Salary/MHR for all weeks of the year.

b. An Employee required to work their ordinary hours on a Saturday or Sunday will be paid the following:

- i. 150% of the MHR for their Classification, Level and Step for their ordinary hours worked on a Saturday; and
- ii. 200% of the MHR for their Classification, Level and Step for their ordinary hours worked on a Sunday.

59. BROKEN SHIFTS

- 59.1 An Employee, other than a casual Employee, rostered to work ordinary hours in a broken shift in accordance with Clause 27 – Broken Shift Rosters will be paid a 15% broken shift penalty on their MHR with a minimum payment of two (2) hours for each period of duty.
- 59.2 The broken shift penalty under Clause 59 - Broken Shifts is in addition to any applicable penalty rate under Clauses 26 - Payment for Shift work, 58 - Saturday and Sunday Work, and 57 - Overtime.
- 59.3 The maximum spread between the start of the first period of duty and the end of the second period of duty for a broken shift is twelve (12) hours. Any hours in excess of this twelve (12) hour spread will be paid for as overtime.
- 59.4 The provisions of Clause 59 - Broken Shifts do not apply to an Employee in the Boarding House Services Classification in **Schedule 2**.

60. TIME OFF INSTEAD OF PAYMENT OF OVERTIME

- 60.1 An Employee and Employer may agree in writing to the Employee taking time off instead of being paid for a particular amount of overtime that the Employee has worked.
- 60.2 Any amount of overtime that has been worked by an Employee in a particular pay period and that is to be taken as time off instead of payment of overtime must be the subject of a separate written agreement under Clause 60 - Time Off Instead of Payment of Overtime.
- 60.3 An Employer and Employee can make the agreement by an email stating the following:
- a. the number of overtime hours to which it applies and when those hours were worked;
 - b. that the Employee may take time off instead of being paid for the overtime;
 - c. the Employee may request, at any time, to be paid for the overtime covered by the agreement but not taken as time off in the next pay period following the request at the overtime rate applicable to the overtime when worked; and
 - d. that any payment mentioned in sub-clause 60.3c must be made in the next pay period following the request.
- 60.4 The time off that an Employee is entitled to take is the same as the number of overtime hours worked.

EXAMPLE:

An Employee who worked two (2) overtime hours is entitled to (two) 2 hours off instead of payment for overtime.

- 60.5 Time off instead of payment for overtime under this Clause must be taken:
- a. within six (6) months after the overtime is worked; and
 - b. at a time or times within that period of six (6) months agreed by the Employee and Employer.
- 60.6 If time off instead of payment for overtime worked is not taken within the six (6) months in sub-clause 60.5, the Employer must pay the Employee for the overtime in the next pay period at the overtime rate that would otherwise have applied when the overtime was worked.

- 60.7 The Employer must keep a copy of any agreement under sub-clause 60.2 as an Employee record.
- 60.8 An Employer must not exert undue influence or pressure on an Employee to make or not make an agreement to take time off instead of payment for overtime.
- 60.9 An Employee can request to take time off instead of payment for overtime in line with their entitlement to flexible working arrangements. This time can be taken at a time specified in the request or agreed upon later by the Employer and the Employee. If the Employer agrees to the request, then Clause 60 - Time Off Instead of Payment of Overtime will apply, including the requirement for separate written agreements under sub-clause 60.2 for overtime that has been worked.

61. MAKE-UP TIME

An Employee may request, with the Employer's prior consent, to work make-up time. This involves taking time off during ordinary hours and working those hours later, within the spread of ordinary hours for their Classification, as provided in **Schedule 2**.

PART 10 – TERMINATION AND REDUNDANCY

62. TERMINATION OF EMPLOYMENT

62.1 Except for a casual Employee, an Employee's employment contract may be terminated at any time by:

- a. the Employer giving written notice in accordance with the table below, and which cannot be before the day the notice is given; or
- b. the Employee resigning and giving the Employer written notice in accordance with the table below.

Employee's period of Continuous Service* with the Employer at the end of the day the notice is given	Period of Notice
Not more than one year	1 week
More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

62.2 A reference to continuous service in this Clause 62 – Termination of Employment, does not include periods of casual employment with an Employer.

62.3 The period of notice in sub-clause 62.1 is increased by one (1) week if the Employee is over forty-five (45) and has completed at least two (2) years of continuous service with the Employer, provided that the Employee will not be required to provide additional notice because of age.

62.4 For casual Employees, employment may be terminated by either party giving two (2) hours' notice or, in the case of the Employer providing notice, payment in lieu.

62.5 The employment of a fixed-term Employee shall automatically cease upon the expiration of the term specified in their employment contract, provided that either party may end the employment at any time prior to the end of the employment contract by providing the notice specified in sub-clause 62.1.

62.6 Instead of providing notice as required under this Clause, the Employer may pay the Employee in lieu of notice not provided. Payment shall be the sum of all amounts that, if the employment had continued until the end of the required notice period, the Employer would have become liable to pay.

62.7 The Employer may undertake any of the following actions during the notice period:

- a. direct the Employee to perform duties other than their regular duties and responsibilities, including less senior or significant duties;
- b. direct the Employee not to attend the School but remain available to attend the School and/or perform any duties required;
- c. implement a combination of the above; or
- d. other reasonable management directions.

- 62.8 Where an Employee fails to provide the required notice, the Employer may deduct up to one (1) week's wage from the Employee on termination. However, the Employer will not make the deduction unless the Employee is at least eighteen (18) years of age or where the deduction is unreasonable in the circumstances.
- 62.9 If the Employee has requested and the Employer has agreed to a shorter period of notice than that required under sub-clause 62.1 then no deduction can be made under sub-clause 62.8
- 62.10 Employees may be dismissed without notice for serious misconduct; in this case, they are only entitled to be paid for the time worked up to the time of dismissal.
- 62.11 On termination of employment, the Employee shall return all property of the Employer.
- 62.12 **Job search entitlement**
- Where an Employer has given notice of termination to an Employee, the Employee must be allowed up to one (1) day off without loss of pay to seek other employment.
 - The time off under sub-clause 62.12a is to be taken at times that are mutually convenient to the Employee and Employer.

63. REDUNDANCY

- 63.1 An Employee is entitled to redundancy pay if their employment is terminated:
- at the Employer's initiative because it no longer requires the job done by the Employee to be done by anyone, except where this is due to the ordinary or customary turnover of labour; or
 - because of the Employer's insolvency or bankruptcy.
- 63.2 Where eligible, the amount of redundancy pay equals the total amount payable to the Employee for the redundancy period worked out using the following table at the Employee's Base Salary/MHR for their ordinary hours of work:

Employee's period of Continuous Service with the Employer on termination*	Redundancy Pay Period
At least 1 year but less than 2 years	4 weeks
2 years but less than 3 years	6 weeks
3 years but less than 4 years	7 weeks
4 years but less than 5 years	8 weeks
5 years but less than 6 years	10 weeks
6 years but less than 7 years	12 weeks
7 years but less than 8 years	14 weeks
8 years but less than 9 years	16 weeks
9 years but less than 10 years	16 weeks
10 years and over	16 weeks

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- 63.3 A reference to continuous service in this Clause 63 – Redundancy, does not include periods of employment as a casual Employee of the Employer.
- 63.4 The amount of redundancy pay is in addition to the notice requirements in sub-clause 62.1a.
- 63.5 Upon application to the Fair Work Commission, an Employer may seek to vary the amount of redundancy pay where it obtains other acceptable employment for the Employee or cannot pay the amount.
- 63.6 Employees are not entitled to redundancy pay if:
- a. they have completed less than twelve (12) months of continuous service (excluding periods of employment as a casual Employee of the employer);
 - b. they are employed for a specified time (which includes a fixed-term Employee), for a specified task, or the duration of a specified season;
 - c. they are employed as a casual;
 - d. the Employee is terminated for serious misconduct;
 - e. a training arrangement applies (other than an apprenticeship), and the employment is for a specified period or, for any reason limited to the duration of the training arrangement; or
 - f. there is a transfer of employment where:
 - i. an Employee accepts employment with the new Employer who agrees to recognise the Employee's Service with the Employer; or
 - ii. an Employee rejects an offer of employment with the new Employer which recognises the Employee's Service with the Employer, and the terms and conditions of employment offered are on an overall basis no less favourable than those provided by the Employer.
- 63.7 **Transfer to lower paid duties on redundancy**
- a. If, because of redundancy, an Employee is transferred to new duties to which a lower Base Salary/MHR of pay applies, the Employer may:
 - i. give the Employee notice of the transfer of at least the same length as the Employee would be entitled to under section 117 of the FW Act, as if it were a notice of termination given by the Employer under sub-clause 62.1a; or
 - ii. transfer the Employee to the new duties without giving notice of transfer or before the expiry of a notice of transfer, provided that the Employer pays the Employee as set out in sub-clause 63.7b.
 - b. If the Employer transfers the Employee to new duties to which a lower Base Salary/MHR applies, the Employee must be paid an amount equal to the difference between:
 - i. the Employee's Base Salary/MHR, plus any allowances and penalty rates applicable to ordinary hours for the hours of work the Employee would have worked in the first role; and
 - ii. the Base Salary/MHR plus any allowances and penalty rates applicable to ordinary hours for the Employee in the second role for the period for which notice was not given.
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63.8 Employee leaving during the redundancy notice period

- a. An Employee given notice of termination due to redundancy may terminate their employment during the minimum period of notice in accordance with the minimum notice period contained sub-clause 62.1.
- b. The Employee is entitled to receive the redundancy benefits and payments they would have received under sub-clause 63.2 had they remained employed until the expiry of the notice.
- c. However, the Employee is not entitled to be paid for any part of the period of notice remaining after the Employee ceases to be employed.

63.9 Job search entitlement

- a. Where an Employer has given notice of termination to an Employee in circumstances of redundancy, the Employee must be allowed time off without loss of pay of up to one day each week of the minimum period of notice in accordance with sub-clause 62.1 (b) for the purpose of seeking other employment.
- b. If an Employee is allowed time off without loss of pay for more than one (1) day under sub-clause 62.1, the Employee must, at the request of the Employer, produce proof of attendance at an interview.
- c. A statutory declaration is sufficient for sub-clause 63.9b.
- d. An Employee who fails to produce proof when required under sub-clause 63.9b is not entitled to be paid for the time off.
- e. The job search entitlement in sub-clause 63.9 applies instead of and not, in addition to sub-clause 62.12.

PART 11 – WORKPLACE DELEGATES, RESOLVING DISPUTES, CONSULTATION AND MAJOR CHANGE

64. CONSULTATION ABOUT MAJOR CHANGE

64.1 This Clause applies if the Employer:

- a. has made a definite decision to introduce a major change to production, program, organisation, structure or technology that is likely to have a significant effect on Employees to which the Agreement applies; or
- b. proposes to introduce a change to the regular roster or ordinary hours of work of Employees.

64.2 Consultation in relation to major workplace change

64.3 For a major change referred to in sub-clause 64.1a:

- a. the Employer must notify the relevant Employees of the decision to introduce the major change; and
- b. sub-clauses 64.4 to 64.10 apply.

64.4 The relevant Employee or Employees may advise the Employer that a person or Employee organisation is their representative for the purposes of the procedures in this Clause in relation to a major workplace change.

64.5 If:

- a. a relevant Employee, or the relevant Employees, advise the Employer that a person or Employee organisation is their representative for the purposes of consultation; and
- b. the Employee or Employees advise the Employer of the identity of the representative; the Employer must recognise the representative.

64.6 The Employer must notify the relevant Employees and their representatives (if any) of the decision to introduce the change.

64.7 As soon as practicable after making its decision, the Employer must:

- a. consult with the relevant Employees and their representatives (if any), including by discussing with them:
 - i. the introduction of the change; and
 - ii. the effect the change is likely to have on the Employees; and
 - iii. measures to avoid or reduce any adverse effect of the change on the Employees; and
- b. for the purposes of the consultation—provide, in writing, to the relevant Employees and their representatives (if any):
 - i. all relevant information about the change, including the nature of the change proposed; and
 - ii. the reasons or justification for the change; and
 - iii. information about the expected effects of the change on the Employees; and
 - iv. any other matters likely to affect the Employees.

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- 64.8 However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant Employees or their representatives (if any).
- 64.9 The Employer must give prompt and genuine consideration to matters raised about the major change by the relevant Employees and their representatives (if any).
- 64.10 The Employer will take reasonable steps to communicate the outcome of the consultation process, including the consideration that was given to matters raised about the major workplace change by the relevant Employees and their representatives (if any).
- 64.11 If a Clause in this Agreement provides for the introduction of a major workplace change in relation to the enterprise of the Employer, the requirements to consult contained in sub-clauses 64.4 and 64.10 are taken not to apply.
- 64.12 In this Clause, a **major workplace change** is “likely to have a significant effect on Employees” if it results in:
- a. the termination of the employment of Employees; or
 - b. major change in the composition, operation or size of the Employer’s workforce or to the skills required of Employees; or
 - c. the loss of, or reduction in, job or promotion opportunities; or
 - d. the loss of, or reduction in, job tenure or job security; or
 - e. the alteration of hours of work; or
 - f. the need for Employees to be retrained or transferred to other work or locations; or
 - g. job restructuring.
- 64.13 **Consultation in relation to change to regular roster or ordinary hours of work**
- 64.14 For a change referred to in sub-clause 64.1b:
- a. the Employer must notify the relevant Employees and their representatives (if any) in writing of the proposed change; and
 - b. sub-clauses 64.15 to 64.20 apply.
- 64.15 The relevant Employee or Employees may advise the employer that a person or employee organisation is their representative for the purposes of the procedures in this Clause in relation to changes to regular rosters or ordinary hours of work.
- 64.16 If:
- a. a relevant Employee, or the relevant Employees, advise the Employer that a person or Employee organisation is their representative for the purposes of consultation; and
 - b. the Employee or Employees advise the Employer of the identity of the representative; the Employer must recognise the representative.
- 64.17 As soon as practicable after proposing to introduce the change, the Employer must:
- a. consult with the relevant Employees and their representatives (if any) about the introduction of the change, including by discussing the change with them; and
 - b. for the purposes of the consultation—provide to the relevant Employees and their representatives (if any):
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- i. all relevant information about the change, including the nature and expected duration of the change; and
 - ii. information about what the Employer reasonably believes will be the effects of the change on the Employees (including any effect on the Employee's remuneration); and
 - iii. information about any other matters that the Employer reasonably believes are likely to affect the Employees; and
 - c. invite the relevant Employees and their representatives (if any) to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- 64.18 However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant Employees or their representatives (if any).
- 64.19 The Employer must give prompt and genuine consideration to matters raised about the change by the relevant Employees or their representatives (if any).
- 64.20 The Employer will take reasonable steps to communicate the outcome of the consultation process, including the consideration that was given to matters raised about the change to the regular roster or ordinary hours of work of Employees by the relevant Employees and their representatives (if any).
- 64.21 In this Clause, "**relevant Employees**" means the Employees who may be affected by a change referred to in sub-clause 64.1.

65. WORKPLACE DELEGATES' RIGHTS

- 65.1 Clause 65 - Workplace Delegates' Rights provides for the exercise of the rights of Workplace Delegates set out in section 350C of the FW Act.
- 65.2 In Clause 65 - Workplace Delegates' Rights:
- a. "**Employer**" means the Employer of the Workplace Delegate
 - b. "**Delegate's Organisation**" means the Employee organisation in accordance with the rules of which the Workplace Delegate was appointed or elected
 - c. "**Eligible Employees**" means members and persons eligible to be members of the delegate's organisation who the Employer employs in the enterprise.
- 65.3 Before exercising entitlements under this Clause 65 - Workplace Delegates' Rights, a Workplace Delegate must give the Employer written notice of their appointment or election as a Workplace Delegate. If requested, the Workplace Delegate must provide the Employer with evidence that would satisfy a reasonable person of their appointment or election.
- 65.4 An Employee who ceases to be a Workplace Delegate must give written notice to the Employer within fourteen (14) days.
- 65.5 **Right of representation**
- A Workplace Delegate may represent the industrial interests of eligible Employees who wish to be represented by the Workplace Delegate in matters including:
- a. consultation about major workplace change;
 - b. consultation about changes to rosters or hours of work;

- c. resolution of disputes;
- d. disciplinary processes;
- e. enterprise bargaining, where the Workplace Delegate has been appointed as a bargaining representative under section 176 of the FW Act or is assisting the delegate's organisation with enterprise bargaining; and
- f. any process or procedure within an award, enterprise agreement or policy of the Employer under which eligible Employees are entitled to be represented, and which concerns their industrial interests.

65.6 Entitlement to reasonable communication

- a. A Workplace Delegate may communicate with eligible Employees for the purpose of representing their industrial interests under sub-clause 65.5. This includes discussing membership of the Workplace Delegate's organisation and representation with eligible Employees.
- b. A Workplace Delegate may communicate with eligible Employees during working hours or work breaks, or before or after work.

65.7 Entitlement to reasonable access to the workplace and workplace facilities

65.8 The Employer must provide a Workplace Delegate with access to or use of the following workplace facilities:

- a. a room or area to hold discussions that is fit for purpose, private and accessible by the Workplace Delegate and eligible Employees;
- b. a physical or electronic noticeboard;
- c. electronic means of communication ordinarily used in the workplace by the Employer to communicate with eligible Employees and by eligible Employees to communicate with each other, including access to Wi-Fi;
- d. a lockable filing cabinet or other secure document storage area; and
- e. office facilities and equipment, including printers, scanners and photocopiers.

65.9 The Employer is not required to provide access to or use of a workplace facility under sub-clause 65.8 if:

- a. the workplace does not have the facility;
- b. due to operational requirements, it is impractical to provide access to or use of the facility at the time or in the manner it is sought; or
- c. the Employer does not have access to the facility at the enterprise and is unable to obtain access after taking reasonable steps.

65.10 Entitlement to reasonable access to training

65.11 The Employer must provide a Workplace Delegate with access to up to five (5) days of paid time during normal working hours for initial training and at least one (1) day each subsequent year, to attend training related to representation of the industrial interests of eligible Employees, subject to the following conditions:

- a. In each year commencing 1 July, the Employer is not required to provide access to paid time for training to more than one (1) Workplace Delegate per fifty (50) eligible Employees.

- b. The number of eligible Employees will be determined on the day a Workplace delegate requests paid time to attend training, as the number of eligible Employees who are:
 - i. full-time or part-time Employees; or
 - ii. regular casual Employees.
 - 65.12 Payment for a day of paid time during normal working hours is payment of the amount the Workplace Delegate would have been paid for the hours the Workplace Delegate would have been rostered or required to work on that day if the delegate had not been absent from work to attend the training.
 - 65.13 The Workplace Delegate must give the Employer not less than five (5) weeks' notice (unless the Employer and delegate agree to a shorter period of notice) of the dates, subject matter, the daily start and finish times of the training, and the name of the training provider.
 - 65.14 If requested by the Employer, the Workplace Delegate must provide the Employer with an outline of the training content.
 - 65.15 The Employer must advise the Workplace Delegate not less than two (2) weeks from the day on which the training is scheduled to commence, whether the Workplace Delegate's access to paid time during normal working hours to attend the training has been approved. Such approval must not be unreasonably withheld.
 - 65.16 The Workplace Delegate must, within seven (7) days after the day on which the training ends, provide the Employer with evidence that would satisfy a reasonable person of their attendance at the training.
 - 65.17 **Exercise of entitlements under Clause 65 - Workplace Delegates' Rights**
 - 65.18 A Workplace Delegate's entitlements under Clause 65 are subject to the conditions that the Workplace Delegate must, when exercising those entitlements:
 - a. comply with their duties and obligations as an Employee;
 - b. comply with the reasonable policies and procedures of the Employer, including reasonable codes of conduct and requirements in relation to occupational health and safety and acceptable use of ICT resources;
 - c. not hinder, obstruct or prevent the normal performance of work; and
 - d. not hinder, obstruct or prevent eligible Employees exercising their rights to freedom of association.
 - 65.19 Clause 65 - Workplace Delegates' Rights does not require:
 - a. the Employer to provide a Workplace Delegate with access to electronic means of communication in a way that provides individual contact details for eligible Employees; or
 - b. an eligible Employee to be represented by a Workplace Delegate without the Employee's agreement.
- NOTE: Under section 350A of the FW Act, the Employer must not:
- a. unreasonably fail or refuse to deal with a Workplace Delegate; or
 - b. knowingly or recklessly make a false or misleading representation to a Workplace Delegate; or

- c. unreasonably hinder, obstruct or prevent the exercise of the rights of a Workplace Delegate under the FW Act or Clause 65 - Workplace Delegates' Rights.

66. DISPUTE RESOLUTION

66.1 If a dispute relates to:

- a. a matter arising under the Agreement; or
- b. the National Employment Standards,

this Clause sets out procedures to settle the dispute.

66.2 The parties to a dispute referred to in this procedure may include:

- a. an Employee or Employees covered by the Agreement who are, or will be, affected by the dispute;
- b. the Employer or Employers covered by the Agreement; and
- c. an Employee organisation who:
 - i. has a member who it is entitled to represent and who is an Employee referred to in sub-clause 66.2a; or
 - ii. is covered by the Agreement and entitled to the benefit of, or has a role or responsibility with respect to, the matter in dispute.

66.3 An Employee who is a party to the dispute may advise the Employer that a person or Employee organisation is their representative for the purposes of the procedures in this Clause.

66.4 In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the relevant Employee or Employees, relevant supervisors and/or management and any relevant Employee organisation.

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

66.6 The Fair Work Commission may deal with a dispute referred to it under sub-clause 66.5 even if the requirement for discussions in sub-clause 66.4 has not been complied with if the Fair Work Commission is satisfied that it is appropriate in all the circumstances to do so.

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

- a. the Fair Work Commission will first attempt to resolve the dispute in such manner as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
- b. if the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:
 - i. arbitrate the dispute; and
 - ii. make a determination that is binding on the parties.

66.8 If the Fair Work Commission arbitrates the dispute:

- a. it may also use any of the powers that are available to it under the FW Act, including, but not limited to, the power to grant interim relief; and

- b. a decision that the Commission makes when arbitrating a dispute is a decision for the purposes of Division 3 of Part 5-1 of the FW Act and a person aggrieved by the decision may seek to appeal the decision as provided for in the FW Act.
- 66.9 Subject to any order made by the Fair Work Commission under sub-clause 66.8a, while the parties are trying to resolve the dispute using the procedures in this term:
- a. an Employee must continue to perform work as the Employee normally would unless the Employee has a reasonable concern about an imminent risk to 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 work health and safety legislation would not permit the work to be performed; or
 - iii. the work is not appropriate for the Employee to perform; or
 - iv. there are other reasonable grounds for the Employee to refuse to comply with the direction.

- 66.10 The parties to the dispute agree to be bound by a decision made by the Fair Work Commission in accordance with this Clause 66.

NOTE: In addition to this Clause, the FW Act contains dispute resolution procedures as follows:

- a. Request flexible working arrangements: section 65B;
- b. Change casual employment status: section 66M;
- c. Request an extension to unpaid parental leave: section 76B;
- d. Exercise an Employee's right to disconnect: section 333N.

PART 12 – LEAVE AND PUBLIC HOLIDAYS

67. ANNUAL LEAVE

- 67.1 An Employee, other than a casual, is entitled to four (4) weeks paid annual leave (five (5) weeks for a shift worker). In the NES, a 'week' of annual leave is an authorised absence from work during the working days falling in a seven (7) day period.
- 67.2 For the purposes of the additional week of annual leave provided for in the NES, a **shift worker** is entitled to 5 weeks of annual leave if all the following apply:
- a. they are employed in an enterprise where shifts are continuously rostered 24 hours a day for seven (7) days a week;
 - b. they are regularly rostered to work those shifts; and
 - c. they regularly work on Sundays and Public Holidays.
- 67.3 An Employee's entitlement to paid annual leave accrues progressively during a year of Service (other than periods of employment as a casual Employee of the Employer) according to the Employee's ordinary hours of work, and accumulates from year to year.
- 67.4 Untaken annual leave is paid out on termination at the amount that the Employee would have received had they taken it.
- 67.5 Annual leave is paid at the Employee's Base Salary/MHR for the Employee's ordinary hours of work in the period. It is paid when payment is made in the normal course of employment.
- 67.6 Employees are not entitled to annual leave loading, which has been incorporated into the Base Salary/MHR.
- 67.7 The Employer may direct the Employee to take their paid annual leave during Non-term-weeks.
- 67.8 If an Employee is not required to work during Non-term-weeks, this time includes the four (4) weeks' annual leave as provided by the NES.
- 67.9 Where an Employee is required to take annual leave during Non-term-weeks and has been paid for annual leave not yet accrued, a HPA may be required in accordance with Clause 41 – Holiday pay adjustment.
- 67.10 Where an Employee is entitled to a public holiday, or other period of leave under the NES (other than unpaid parental leave), which falls during a period of annual leave, that day or part day shall not be part of the period of annual leave.
- 67.11 **Excessive leave accruals**
- a. An Employee has an excessive leave accrual if the Employee has accrued more than eight (8) weeks of paid annual leave.
 - b. If the Employer has genuinely tried to reach an agreement with an Employee under this Clause but does not do so, the Employer may direct the Employee in writing to take one or more periods of paid annual leave of not less than one (1) week, provided that the Employee's remaining accrued annual leave is not less than six (6) weeks.
 - c. The Employer must not direct the Employee to take a period of paid annual leave beginning less than eight (8) weeks or more than twelve (12) months after the direction is given.

67.12 Cashing out of annual leave

- a. An Employer and an Employee may agree in writing to cash out no more than four (4) weeks of paid annual leave in any twelve (12) month period, provided the Employee's remaining annual leave entitlement is not less than four (4) weeks.
- b. If the Employee is under eighteen (18) years of age, the Employee's parent or guardian must sign the cashing out agreement made under this sub-clause 67.12.
- c. Each cashing out of a particular amount of paid annual leave must be by a separate agreement in writing between the Employer and the Employee.

68. CATHOLIC DAY

- 68.1 All full and part-time Employees are reasonably expected to participate in co-curricular Catholic events and functions that occur outside ordinary hours of work subject to sub-clause 68.2c. Such events and functions include but are not limited to, liturgies, mass, and sacramental programs. For part-time Employees, this expectation relates to a proportionate amount of such events and functions as expected of a full-time Employee.
- 68.2 All full-time and part-time Employees will be entitled to Catholic Day in recognition of their attendance at such events and functions, subject to the following:
 - a. Catholic Day is not cumulative and is not paid out on termination of employment
 - b. Where Catholic Day falls on a day that a part-time Employee is usually rostered to work, the Employee will not be required to attend work and will be paid for their ordinary hours of work
 - c. A part-time Employee who is not rostered to work on the designated Catholic Day is not entitled to a substituted day of leave and cannot be obligated to attend events and functions that occur outside ordinary hours of work in that School year.
- 68.3 The individual Catholic School will determine when Catholic Day will be held during the School year and will publish the date when publishing term dates.
- 68.4 An Employee in the Classification of Early Learning Centres and Outside School Hours Care is not entitled to Catholic Day and is not required to attend co-curricular events and functions as set out in sub-clause 68.1.

69. COMMUNITY SERVICE LEAVE

- 69.1 Employees are entitled to community service leave in accordance with the NES and relevant State Legislation.
- 69.2 Where an Employee is required to attend Jury Duty, the Employer will continue to pay the Employee in accordance with the *Juries Act 1957* (WA).
- 69.3 Where an Employee is required to attend a voluntary emergency management activity in accordance with the *Emergency Management Act 2005* (WA), they will be paid at their Base Salary/MHR for the ordinary hours the Employee was scheduled to work.
- 69.4 To be entitled to community service leave, an Employee must provide proof to satisfy a reasonable person that they have been or will be engaged in an eligible community service activity. An Employee on jury service is required to provide an attendance certificate.

70. COMPASSIONATE LEAVE

- 70.1 An Employee's entitlement to compassionate leave is in accordance with the NES and the more beneficial entitlement in this Clause.
- 70.2 Employees are entitled to three (3) days of paid compassionate leave per occasion where a member of their Immediate Family or Household:
- a. contracts or develops a personal illness or sustains a personal injury, which poses a serious threat to his/her life; or
 - b. dies; or
 - c. a child is stillborn, and the child would have been a member of the Employee's Immediate Family, or a member of the Employee's Household if the child had been born alive; or
 - d. the Employee, or the Employee's spouse or de facto partner, has a miscarriage.
- 70.3 Except in the case of casual Employees, compassionate leave is payable at the Employee's Base Salary/MHR for the ordinary hours the Employee would have worked had they not proceeded on the leave.
- 70.4 To be entitled to compassionate leave, the Employee must provide the Employer with evidence to satisfy a reasonable person of the illness, injury, or death. The Employer may also require the Employee to provide proof to satisfy a reasonable person of the relationship between the Employee and the person for whom they are taking compassionate leave.

71. CULTURAL AND CEREMONIAL LEAVE

- 71.1 A First Nations Employee (an Employee who identifies as Aboriginal or Torres Strait Islander), is entitled to cultural and ceremonial leave (**Ceremonial Leave**):
- a. connected with the death of a member of the Immediate Family or extended family (provided that no Employee shall have an existing entitlement reduced because of this Clause).
 - b. for other ceremonial and cultural obligations under Aboriginal and Torres Strait Islander lore.
- 71.2 Where Ceremonial Leave is taken for the purposes outlined in sub-clause 71.1, up to four (4) days in each year of employment will be paid at an Employee's Base Salary/MHR for their ordinary hours, except for a casual Employee who is entitled to unpaid Ceremonial Leave. Paid Ceremonial Leave will not accrue from year to year and will not be paid out on termination.
- 71.3 Ceremonial Leave granted under this Clause is in addition to compassionate leave granted under Clause 70 - Compassionate Leave.
- 71.4 Employees may be required to provide reasonable evidence to support their entitlement to be absent on Ceremonial Leave.

72. DEFERRED SALARY SCHEME

- 72.1 Employees may apply to have their salary payments deferred in accordance with the provisions of this Clause.
- 72.2 **Eligibility**

- a. An ongoing Employee who has Continuous Service within Catholic Schools for a minimum of two (2) years, including full and part-time Employees, is eligible to apply.
- b. The Employer will determine approval of applications based on the needs and requirements of the school.
- c. Applications are to be forwarded to the Principal by the close of business on 31 August of the year prior to the year of commencement.
- d. Schools will endeavour to notify the Employee of the result of their applications by 31 October of the same year.

72.3 Period of Leave

- a. The period of leave will be for twelve (12) months, from 1 January to 31 December.
- b. The year of leave, the fifth (5th) year, will be taken in accordance with the conditions as prescribed in Clause 75 - Leave Without Pay.
- c. If alternative employment is sought during the leave year, the Employee is to advise the Employer.

72.4 Payment of Salary

- a. During the four (4) year accrual period, scheme participants receive 80% of their normal fortnightly Salary and will thus be taxed at this reduced rate of pay. Normal salary is defined as an Employee's normal fortnightly Base Salary plus any associated allowances.
- b. When leave is taken in the fifth (5th) year, the participants will receive the money contributed over the four (4) year period. This amount can be paid fortnightly, in a lump sum payment, or in two (2) payments.
- c. The participant will be taxed only on the amount received, in this case, approximately 80% of the Base Salary (plus allowances). This is a significant taxation incentive for participants. It is recommended that prospective participants discuss taxation implications and other related issues with their accountant or financial adviser prior to entering this scheme.
- d. It should be noted that interest is not paid on amounts accumulated during the accrual period. The interest accrued will be used to offset the fund's administrative costs.

72.5 Suspension of Contributions

- a. Participation in the scheme will be suspended during any period of unpaid leave. Any period of unpaid leave will reduce payments into the fund and, therefore, proportionately reduce the accrued payment in the year of leave.
- b. Once during the accrual period, a participant may elect to suspend contributions for a period of less than twelve (12) months. This will also reduce the accrued payment in the year of leave.
- c. The Employer retains the discretionary authority to approve suspension for a period of twelve (12) months at the request of the participant. Such a suspension will extend the taking of the year of leave by one (1) year.

72.6 Superannuation

Employer superannuation contributions are paid according to the *Superannuation Guarantee (Administration) Act 1992* (Cth) (**SG Act**). Accordingly, the Employer

Superannuation Guarantee (**SG**) will be paid at the relevant SG rate, as determined by the Australian Taxation Office, based on 80% of salary paid during the four (4) years of the deferred salary scheme deductions and then paid at the relevant SG rate during the period of leave. The SG dollar value paid to the nominated and registered superannuation fund in accordance with the SG Act is calculated by multiplying the SG rate applicable at the time of taking the year of leave by the total amount of salary collected during the four (4) year accrual period.

72.7 Withdrawal

- a. The participant may withdraw from the scheme at any time by notifying the Employer in writing. However, only the exact money paid into the scheme will be paid in a lump sum on withdrawal, and no interest will be paid on this amount.
- b. The participant who withdraws from the scheme will be taxed on the lump sum payment and any other Base Salary received during that financial year. Significant taxation implications may, therefore, apply.

72.8 Long Service Leave, Personal Leave, Annual Leave and Increment Entitlements

A scheme participant will accrue the above entitlements at 100% of the normal accrual rate over the first four (4) years only. The year of leave is a non-accrual period.

72.9 Workers' Compensation

- a. Participants in the scheme are covered by workers' compensation during the first four (4) years at 100% of their normal salary. Participants in receipt of workers' compensation during the first four (4) years may elect to continue in the deferred salary scheme or suspend their contributions until they return to full duties.
- b. Any period of suspension due to workers' compensation shall be undertaken in accordance with sub-clause 72.5.

72.10 Transfer within the same Employer

- a. Employees can maintain their participation in the scheme should they transfer their employment between schools with the same Employer.
- b. The Employee must notify the Principal of the new school prior to appointment of their participation in the Deferred Salary Scheme and the date that leave is due to be taken.
- c. Participation in the Deferred Salary Scheme shall not impede an application for employment in a Catholic School.

73. FAMILY AND DOMESTIC VIOLENCE LEAVE

73.1 In accordance with the NES, an Employee experiencing family and domestic violence is entitled to ten (10) days per year of paid family and domestic violence leave, which may be taken if the Employee is experiencing family and domestic violence and the Employee needs to do something to deal with the impact of the family and domestic violence and it is impractical for the Employee to do that thing outside of the Employee's ordinary work hours.

73.2 Family and domestic violence is violent, threatening, or other abusive behaviour by a close relative of a person, a member of a person's Household, or a current or former intimate partner of a person that:

- a. seeks to coerce or control the person; and

b. causes the person harm or to be fearful.

73.3 A “**close relative**” of a person who:

- a. is a member of the first person’s Immediate Family; or
- b. is related to the first person according to Aboriginal or Torres Strait Islander kinship rules.

73.4 Paid family and domestic violence leave will not accrue from year to year and will not be paid out on termination of the employment of the Employee.

73.5 Employees may be required to provide evidence that would satisfy a reasonable person to support their entitlement to access paid family and domestic violence leave.

74. INFECTIOUS DISEASES LEAVE

74.1 An Employee is entitled to leave with pay where a medical practitioner certifies that the Employee, as a direct result of exposure while carrying out their duties, contracts one of the following infectious diseases through contact in the workplace:

- a. German measles
- b. Chickenpox
- c. Measles
- d. Mumps
- e. Glandular fever
- f. Scarlet fever
- g. Whooping cough
- h. Rheumatic fever
- i. Hepatitis
- j. Any infectious disease as declared by the State or Federal Government that poses a risk to the health of Employees.

74.2 The Employee must produce a medical certificate that specifically names the disease, and the Employee shall request in writing that the leave not be debited against personal leave.

75. LEAVE WITHOUT PAY

75.1 An Employee (except for a casual Employee) may apply for leave without pay when all other applicable leave entitlements are exhausted. The granting of such leave is at the discretion of the Employer.

75.2 An Employee applying for leave without pay must state the period of leave sought and the reason for the leave being sought.

75.3 The maximum period for which leave is granted under this Clause shall be one (1) year.

75.4 Should alternative employment be sought during the period of leave, the Employee is to advise the Employer.

75.5 Leave without pay does not break an Employee’s Continuous Service, but it does not count towards the Employee’s Continuous Service for any purpose in this Agreement.

75.6 If an Employee is granted leave without pay, the question of the Employee's specific duties on return to work shall be considered before the granting of such leave and any arrangements documented. If no prior arrangement is made, an Employee, upon return to service, shall be entitled to a position commensurate with the position held immediately prior to the commencement of such leave.

76. LONG SERVICE LEAVE

76.1 Employees shall be entitled to long service leave in accordance with the NES, the *Long Service Leave Act 1958* (WA) (**LSL Act**), subject to the provisions of this Clause 76 - Long Service Leave.

76.2 In this Clause, "**continuous employment**" and "**ordinary pay**" have the meanings prescribed in the LSL Act.

76.3 An Employee will accrue long service leave at the rate of 1.3 weeks per year for up to ten (10) years of continuous employment.

76.4 Commencing from 1 January 2026, an Employee who has completed ten (10) years of continuous employment will then accrue long service leave at the rate of 1.86 weeks per year for each subsequent year of continuous employment instead of the rate in clause 76.3.

76.5 To be clear, the entitlement to accrue long service leave in sub-clause 76.4 is not retrospective.

76.6 An Employee who has completed:

- a. eight (8) years of continuous employment is entitled to take their accumulated long service leave; or
- b. at least seven (7) years of continuous employment and their employment terminates in the following circumstances:
 - i. the Employee dies; or
 - ii. in any other circumstances other than serious misconduct,

is entitled to an amount of long service leave in accordance with sub-clause 76.3 or where applicable, sub-clause 76.4.

76.7 Where the Employee's employment terminates in circumstances of the Employee's death, the Employee or the Employee's personal representative shall be entitled to payment of the sum equivalent to the amount payable under sub-clause 76.6.

76.8 Rate of payment for long service leave

- a. The rate of payment for long service leave shall be paid at the Employee's ordinary pay.
- b. An Employee shall be paid for long service leave:
 - i. at the same time the Employee would have been paid if they had remained at work; or
 - ii. in advance if requested by the Employee.

76.9 Proportionate rate of long service leave

- a. Where an Employee's ordinary weekly hours have varied during their employment, or where an Employee's continuous employment consists of periods of full-time, part-

time, and casual employment, the Employee will be paid at a proportion of the FTE for a full-time Employee in the same Classification in **Schedule 2**, (the “proportionate rate”).

- b. The proportionate rate in sub-clause 76.9 is determined by calculating the average of the Employee’s time fractions for eligible Service for continuous employment.

76.10 Cashing out of long service leave

Once eligible, an Employee may, by agreement with an Employer, cash out any portion of an entitlement to long service leave.

76.11 Accruing long service leave during absence

- a. An Employee will continue to accrue an entitlement to long service leave for any period during which the Employee is absent on full pay from their duties.
- b. Long service leave does not accrue for any period exceeding two weeks during which the Employee is absent on unpaid leave.
- c. For the purpose of calculating an Employee’s long service leave entitlement, the Employer shall allow a break of Service of up to two (2) terms. Such a break in Service shall be deemed to be “leave without pay” for the purpose of calculating that Employee’s entitlement.

76.12 Taking long service leave

- a. An Employee who has become entitled to long service leave shall commence such leave as soon as possible after the accrual date and no later than two (2) years after the accrual date at a time mutually agreed between the Employer and the Employee and in one (1) continuous period.
- b. An Employee who is entitled to long service leave must make their request for long service leave to the Employer with reasonable notice.
- c. Employees are entitled to take long service leave in minimum periods of one (1) week.
- d. The Employee and Employer may enter into an agreement allowing the Employee to take accumulated long service leave in shorter periods less than one (1) week.

76.13 Excessive Long Service Leave

If an Employee fails to apply for long service leave in accordance with sub-clause 76.12, the Employer may direct an Employee to take long service leave and may determine the date on which such leave commences, or the Employee can agree with their Employer to cash out all or a portion of their long service leave in accordance with sub-clause 76.10.

76.14 Portability of long service leave

Accrued long service leave entitlements are portable between **Schedule 1** Employer Catholic Schools in Western Australia.

76.15 Medical illness or injury while on service leave

Where an Employee is ill during a period of long service leave and produces at the time, or as soon as practicable, medical evidence that would satisfy a reasonable person that

because of the illness or injury, the Employee was confined for at least fourteen (14) consecutive days:

- a. to their place of residence; or
- b. a medical facility,

the Employer shall grant personal leave for that period and reinstate long service leave equivalent to the period of confinement.

77. PARENTAL LEAVE

77.1 Entitlement to unpaid Parental Leave

- a. Except as outlined in this Clause, Employees are entitled to unpaid parental leave in accordance with the NES.
- b. Employees are eligible for unpaid parental leave after they have completed a minimum of twelve (12) months of Continuous Service in accordance with the table below. They are also entitled to an extension of up to twelve (12) months' leave in accordance with the NES.

Parental Leave	12 to 36 months of Continuous service	> 36 months of Continuous service
Entitlement	Up to 12 months	Up to 24 months
Extension Entitlement	Up to 12 months	Up to 12 months

77.2 Primary Carer - Paid Parental Leave

- a. An Employee (except for a casual Employee) who:
 - i. is the primary carer; and
 - ii. has completed twenty-four (24) months of Continuous Service,
 is entitled to up to fourteen (14) weeks of Primary Carer - Paid Parental Leave (**Primary Carer PPL**).
- b. The “**Primary Carer**” is the person who has, or will have, primary responsibility for the care of the child or children. The Employer may request reasonable evidence of the Employee’s primary carer status, such as a statutory declaration.
- c. Where the Employee is a member of an Employee couple, only one (1) Employee may claim Primary Carer PPL under this Clause associated with the birth(s) or placement of the same child or children.
- d. For the purposes of sub-clause 77.2, an **Employee couple** means that both Employees are engaged by **Schedule 1** Employers and both Employees have met the eligibility requirements for PPL.
- e. Primary Carer PPL shall be paid fortnightly from the commencement of parental leave or as otherwise agreed to with the Employer.
- f. The period of Primary Carer PPL will count as Service for the purposes of long service leave, personal/carer’s leave accrual, and Base Salary/MHR increases.
- g. The fourteen (14) week period of Primary Carer PPL shall commence within six (6) months of the birth(s) or adoption of a child.

- h. The payment for Primary Carer PPL will include any public holidays that fall within that period.
- i. Primary Carer PPL will also attract an annual leave accrual of five (5) days of paid annual leave based on an entitlement to four (4) weeks of paid annual leave in accordance with the NES.
- j. Employer superannuation contributions will continue to be paid on behalf of the Employee during any period of Primary Carer PPL.
- k. If the pregnancy results in a stillbirth, as defined in the NES, or the child dies within twenty-four (24) months of the date of birth, the entitlement to Primary Carer PPL under this Clause shall still apply.

77.3 Partner Paid Parental Leave

- a. An Employee who is not the primary carer and has completed twenty-four (24) months of Continuous Service is entitled to Partner Paid Parental Leave (**Partner PPL**) of up to ten (10) consecutive working days within six (6) months of the birth(s) of a child or placement of a child in the case of adoption.
- b. An Employee who is a member of an Employee couple as defined in sub-clause 77.2d is entitled to either the fourteen (14) weeks of Primary Carer PPL or the ten (10) consecutive days of Partner PPL, not both, associated with the birth or placement of the same child.

77.4 Holiday Pay Adjustment

Any Holiday Pay Adjustment required because of parental leave shall be made at the commencement of the parental leave in accordance with sub-clause 41- Holiday Pay Adjustment and 42 - Overpayments.

77.5 Subsequent Pregnancy

Where an Employee has an entitlement to paid or unpaid parental leave in accordance with Clause 77 - Parental Leave, any subsequent pregnancy before returning to work will be deemed a new and separate period of parental leave.

77.6 Notice Requirements for Parental Leave

An Employee applying for parental leave under this Clause must give at least ten (10) Working weeks written notice unless otherwise agreed with the Employer.

77.7 Leave Extension

- a. An Employee must make their request to the Employer in writing at least ten (10) Working weeks before the end of the Employee's initial period of unpaid parental leave unless otherwise agreed with the Employer. The Employee's request must specify the new end date for the leave.
- b. The Employer must respond in writing within twenty-one (21) days, detailing their reasons in writing whether they grant or refuse the request. The Employer can only refuse if:
 - i. they have given the Employee a reasonable opportunity to discuss their request; and
 - ii. there are reasonable business grounds for doing so.

- c. A dispute about the extension of a period of unpaid parental leave may be dealt with under Clause 66 – Dispute resolution of this Agreement of section 76B of the FW Act.

77.8 Return to Work

An Employee shall confirm their intention to return to work at least ten (10) weeks prior to the conclusion of parental leave.

77.9 Fixed-term Employees

- a. A fixed-term Employee is entitled to parental leave in accordance with this Clause; however, the period of parental leave granted does not extend the term of the fixed-term contract and does not guarantee renewal or ongoing employment.
- b. Any entitlement to Primary Carer PPL or Partner PPL will only be payable to the end of the Employee's fixed-term contract (payment will not extend beyond the end of the fixed-term contract).
- c. Where an ongoing Employee is engaged on a fixed-term contract for a specific role, the period of parental leave granted shall not extend the term of the fixed-term contract role unless otherwise agreed with the Employer.

77.10 Other work during Parental Leave

- a. Employees are not permitted to undertake any other work whilst on Primary Carer PPL or Partner PPL.
- b. Employees may undertake work for any Employer covered by this Agreement during the period of unpaid parental leave without it impacting or breaking the period of unpaid parental leave or keeping in touch days under the NES.

78. PERSONAL/CARER'S LEAVE

78.1 An Employee is entitled to personal/carer's leave in accordance with the NES and the more beneficial entitlement set out in this clause.

78.2 For each year of service with the Employer (other than periods of employment as a casual Employee of the Employer), an Employee is entitled to thirteen (13) days paid personal/carer's leave.

78.3 An Employee's entitlement to paid personal/carer's leave accrues progressively during a year of Service (other than a period of employment as a casual Employee) according to the Employee's ordinary hours of work and accrues from year to year.

78.4 An Employee may take paid personal leave if the leave is taken:

- a. because the Employee is not fit for work because of a personal illness or personal injury affecting the Employee; or
- b. to provide care or support to a member of the Employee's Immediate Family, or a member of the Employee's Household, who requires care or support because of:
 - i. a personal illness or injury; or
 - ii. an emergency.

78.5 Personal/carer's leave does not accrue during any period of unauthorised absence, unpaid leave, or unpaid authorised absence (other than community service leave or period of stand down).

-
- 78.6 Unused paid personal/carer's leave accumulates from year to year but is not paid on termination.
- 78.7 Paid personal/carer's leave is paid at the Employee's Base Salary/MHR for the ordinary hours the Employee would have worked during the period of leave.
- 78.8 Where a public holiday falls during a period of paid personal/carer's leave, the Employee is taken not to be on personal/carer's leave on that day.

79. UNPAID CARERS LEAVE

- 79.1 Employees (including casual Employees) are entitled to up to two (2) days of unpaid carer's leave per occasion when a member of the Employee's Immediate Family, or a member of the Employee's Household requires care or support because of:
- a. a personal illness or personal injury; or
 - b. an unexpected emergency.
- 79.2 Full-time and part-time Employees are not entitled to take unpaid carer's leave if they are able to take paid personal/carer's leave.

80. NOTIFICATION AND EVIDENCE REQUIREMENTS

- 80.1 Employees must notify the Employer as soon as possible of their inability to attend work, the estimated duration of the absence and the reason for the absence. This should occur before the commencement of the Employee's start time or as soon as practicable.
- 80.2 An Employee may be required to provide to the Employer reasonable evidence of the entitlement to personal and/or carer's leave for any absence of three (3) or more consecutive workdays or if requested by the Employer within twenty-four (24) hours of the commencement of the absence.
- 80.3 Reasonable evidence may include:
- a. a medical certificate indicating that the Employee was unfit for work because of personal illness or injury; or
 - b. where it is not reasonably practicable to obtain a medical certificate, a statutory declaration detailing the same information.
- 80.4 In circumstances where they are seeking to recredit annual leave, Employees must provide reasonable evidence of personal or carer's leave. Where an Employee seeks to have a period of annual leave recredited they must provide evidence of the entire period they seek to recredit.

81. PUBLIC HOLIDAYS

- 81.1 Public holidays are provided for in the NES.
- 81.2 An Employee is entitled to be absent from their employment on a day or part-day that is a public holiday in the place where the Employee is based for work purposes.
- 81.3 An Employer may request an Employee to work on a public holiday if the request is reasonable. The Employee may refuse the request if the request is not reasonable, or the refusal is reasonable. The criteria set out in section 114(4) of the FW Act should be considered when determining whether a request is reasonable.
- 81.4 In this Agreement, "**public holidays**" are as defined in the FW Act and include:

- a. any other day, or part day, declared or prescribed by or under a law of a State or Territory in which the Agreement operates;
 - b. other than a day or part day, or a kind of day or part day, excluded by the *Fair Work Regulations 2009* (Cth) from counting as a public holiday.
- 81.5 Where a full-time or part-time Employee is not required to work on a day or part-day, they are normally required to work because it is a public holiday; they will be paid for their ordinary hours of work on that day in accordance with the NES.
- 81.6 Where an Employee is required to work on a public holiday, they will be paid in accordance with sub-clause 57.4.
- 81.7 **Substitution of public holidays**
 - a. An Employer and Employee may agree to substitute another day for a day that would otherwise be a public holiday under the NES.
 - b. An Employer and Employee may agree to substitute another part-day for a part-day that would otherwise be a part-day public holiday under the NES.
 - c. Where substitution is agreed, the substituted day or part-day will be the public holiday for all purposes of this Agreement.
- 82. **SPECIAL LEAVE**
 - 82.1 An Employee shall, on sufficient cause being shown, be granted special leave with pay.
 - 82.2 **“Sufficient cause”** is defined as a matter or situation for which:
 - a. no other paid leave is available; and
 - b. no other arrangements can reasonably be made; and
 - c. the absence from duty is required due to pressing necessity.
 - 82.3 The period of special leave is determined at the discretion of the Employer, having regard to all the circumstances, but it would not normally exceed three (3) days in any one (1) instance.
 - 82.4 Such discretion is not to be harshly or unfairly exercised.
- 83. **DISCRETIONARY LEAVE DAY**
 - 83.1 A full-time or part-time Employee who has completed at least twelve (12) months of Continuous Service will be entitled to a pro-rata Discretionary Leave Day.
 - 83.2 A Discretionary Leave Day is:
 - a. One (1) extra day of paid leave per year, additional to any other leave entitlements under this Agreement; and
 - b. not cumulative and is not paid out on termination of employment.
 - 83.3 A full-time or part-time Employee who is entitled to a Discretionary Leave Day under sub-clause 83.1 must provide a minimum of four (4) weeks’ notice of their request.
 - 83.4 The taking of a Discretionary Leave Day is subject to the Employer’s approval considering operational requirements, and such discretion must not be harshly or unfairly exercised.

84. STUDY LEAVE

- 84.1 The Employer may grant to any Employee paid leave to undertake an accredited course of study provided by an educational institution or registered training organisation.
- 84.2 In determining whether to grant study leave, the Employer will consider matters such as:
- a. the relevance of the proposed study to the Employee's employment;
 - b. the reasonable operational requirements of the Employer; and
 - c. the alignment to CEWA strategic directions and Quality Catholic Education.
- 84.3 An Employee may be granted sufficient paid leave to enable travel to and attendance at examinations during normal working hours. This paid leave will commence no earlier than two (2) hours before the scheduled examination time and will conclude no later than one (1) hour after the scheduled completion time.
- 84.4 The Employer may grant additional leave with or without pay as considered necessary. Additional leave with pay may be granted in accordance with Clause 82 - Special Leave.
- 84.5 Employees may be required to provide reasonable evidence to support their entitlement to be absent on study leave.

WA CATHOLIC SCHOOL SUPPORT STAFF ENTERPRISE AGREEMENT 2024

85. SIGNATURES

For Employers

Signed on behalf of the Employers covered by this Agreement.

Catholic Education Western Australia Limited  Date: 24/8/2024
Signature of **Annette Morey**, Executive Director, 50 Ruislip Street WEST LEEDERVILLE WA 6007

Mazenod College Limited  Date: 21/08/2026
Mary Retel (Aug 21, 2026 12:47:22 GMT+8)
Signature of **Mary Retel**, Board Chair, 55 Gladys Road LESMURDIE WA 6076

Servite College Council Inc  Date: 21/08/2026
Signature of **Steve Martin**, Chairperson, 134 Cape Street TUART HILL WA 6060

Mercy Education Limited  Date: 22/08/2026
Signature of **Sheree Limbrick**, Chief Executive Officer (Interim), Suite 2.02, Level 2, 289 Wellington Parade South EAST MELBOURNE VIC 3002

John XXIII College Inc  Date: 21/08/2026
Daniel Mahon (Aug 21, 2026 09:58:09 GMT+8)
Signature of **Daniel Mahon**, Principal, 25 John XXIII Avenue MOUNT CLAREMONT WA 6010

Norbertine Canons Inc  Date: 21/08/2026
Peter Stiglich (Aug 21, 2026 10:17:56 GMT+8)
Signature of **Fr Peter Joseph Stiglich** O. Praem, Prior - Administrator, 135 Treasure Road QUEENS PARK WA 6107

Edmund Rice Education Australia Colleges Ltd  Date: _____
Chris Woolley (Aug 21, 2026 11:09:02 GMT+10)
Signature of **Chris Woolley**, Chief Executive Officer, MacKillop Centre, Level 1, 2199 Sandgate Rd BOONDALL QLD 4034

Edmund Rice Education Australia Flexible Schools Ltd  Date: 21/08/2026
Kathleen Jones (Aug 21, 2026 13:37:39 GMT+10)
Signature of **Kathleen Jones**, Acting Chief Executive Officer, 18/56 Lavarack Avenue EAGLE FARM QLD 4009

Marist Schools Australia Limited  Date: _____
J Kyle-Robinson (Aug 24, 2026 12:05:59 GMT+10)
Signature of **Dr John Kyle-Robinson**, National Director, Suite 5.01, 247 Coward Street MASCOT NSW 2020

For Employees

Signed on behalf of the Employees covered by this Agreement.

 Date: 25/08/2026
Signature of **Rebecca Collopy**, Branch Secretary, Independent Education Union of WA, 1 / 224-226 Lord Street PERTH WA 6000

SCHEDULE 1 – LIST OF EMPLOYERS

Catholic Education Western Australia Limited (ABN 47 634 504 135)

Mazenod College Limited (ABN 53 128 213 267)

Servite College Council Inc (ABN 69 356 899 381)

Mercy Education Limited (ACN 154 531 870)

John XXIII College Inc (ABN 63 415 939 827)

Norbertine Canons Inc (ABN 29 781 711 208)

Edmund Rice Education Australia Colleges Ltd (ABN 71 659 944 831)

Edmund Rice Education Australia Flexible Schools Ltd (ABN 52 659 978 846).

Marist Schools Australia Limited (ABN 76 654 014 794)

SCHEDULE 2 – CLASSIFICATIONS AND SPECIFIC TERMS AND CONDITIONS**1. ADMINISTRATIVE AND TECHNICAL SERVICES****1.1 CLASSIFICATIONS**

On commencing employment, an Employee in the Administrative and Technical Services Classification shall be placed in one of the Levels in the table below, based on their position, role requirements, relevant qualifications, and experience:

Level	Typical requirements at the Level	Positions typical at the Level
Level 1	An Employee at Level 1 requires no prior experience or formal qualifications to perform the job and usually works under direct supervision. Typical activities may include: • Performing a range of general clerical duties • Operating routine office equipment • Performing a reception function • Carrying out minor cash transactions, including receipting, balancing, and banking • Monitoring and maintaining stock levels, such as stationery/materials.	• Administration Assistant • ICT Helpdesk Assistant (unqualified) • Other Assistants who perform basic clerical duties
Level 2	An Employee at Level 2 performs duties under routine supervision or close supervision for more complex tasks. In addition to Level 1 tasks, typical activities, depending on the role, may include: • Performing data/records management tasks and ordering supplies • Responding to simple inquiries related to the work area • Performing basic library transactions such as preparing displays, cataloguing and locating resources • Maintaining, controlling, operating, and demonstrating equipment with limited complexity • Providing technical support to teachers, including the design and demonstration of tasks. An Employee at this Level typically has completed Year 12 without work experience or	• Administration Assistant • Receptionist • Library Assistant • ICT Assistant (qualified) • Finance Assistant • Marketing/ Communications Assistant • Data Entry Assistant

Level	Typical requirements at the Level	Positions typical at the Level
	has completed a Certificate I or II with relevant work-related experience.	
Level 3	An Employee at Level 3 is competent and skilled at performing duties under general direction or supervision with some degree of autonomy. An Employee may have some responsibility for other Employees within the work area. In addition to Level 2 tasks, typical activities, depending on the role, may include: • Undertaking a wide range of administrative duties at an advanced level, including providing administrative support to leaders • Managing general enquiries from students, parents, and Employees • Entering financial data and preparing associated reports, including assisting with preparing payroll and reconciliations • Assisting with preparing internal and external publications and websites, including producing, displaying, and publicising materials • Providing technical assistance within their work area and/or assisting students and Employees in accessing information, producing resource materials • Training on audiovisual, computer, and other technical skills to students and teachers • Assisting with supervising students in the library, where some discretion and judgement may be involved. An Employee at this Level would typically have: • Completed Year 12 or hold a Certificate II with relevant work experience • Completed a trade Certificate or Certificate III.	• Library Officer/ Technician • AV or ICT technician • Visual Arts Technician • Laboratory Technician • Design & Technology Technician • Food and/or Textile Technician • Other Technicians employed in the school • Receptionist • Assistant Finance Officer • Administration Officer • Student Services Officer • Marketing/ Communications Officer • Arts or Music Administration Officer • First Aid Officer

Level	Typical requirements at the Level	Positions typical at the Level
Level 4	An Employee at Level 4 is fully competent and skilled in performing the job function, with a high degree of autonomy, initiative, and discretion in the work program. They will possess knowledge, skills, and a demonstrated capacity to undertake complex tasks. The Employee may be responsible for supervising other Employees. In addition to Level 3 tasks, typical activities may include: • Responsibility for financial and administrative tasks, including Employee records data, purchasing control • Financial reporting, including debtors and creditors transactions and reconciliations • Using web design software, including desktop publishing/web software at an advanced level • Managing confidential correspondence • Designing and demonstrating experiments within their work area under the supervision of teachers • Liaising with teachers on curriculum matters. The Employee will typically have the following qualifications and experience: • A Certificate III with extensive relevant work experience • A Certificate IV with relevant work experience • A Diploma level qualification with related work experience • A Post-trade Certificate with extensive relevant experience.	• Enrolments Officer/ Assistant Registrar • Senior Administrative Officer • Finance Officer (payables or receivables) • Human Resources Officer • Senior Laboratory Technician • Senior Design and Technology Technician or other Advanced Technicians • Marketing/ Communications Officer • Executive Assistant to Deputy Principal • Vocational Education/ Workplace Learning Administration Officer
Level 5	An Employee at Level 5, through formal qualification and job responsibility, is fully competent in performing the job function and may be accountable for the services under their control. An Employee at this Level will exercise more autonomy, initiative, and discretion in the work program than an Employee at Level 4. They may be responsible for the day-to-day management of other Employees and hold budget or financial responsibilities for their function.	• Registrar • Bursar • Senior Finance Officer with reporting duties (including sole finance officer in a primary school)

Level	Typical requirements at the Level	Positions typical at the Level
	Typical duties may include: • Providing specialist technical advice, direction, and assistance in the Employee's area of expertise and applying knowledge gained through formal study/qualifications applicable to this Level • Responsibility for preparing and maintaining all school financial records • Responsibility for completing all financial compliance requirements • Undertaking or overseeing the accounts receivable/accounts payable function • Responsibility for administering the payroll function. The Employee will typically have the following qualifications and experience: • A minimum of a Certificate IV with extensive relevant work experience • A relevant degree-level qualification • A post-trade Certificate and extensive relevant experience as a technician.	• Senior ICT Technician • Library Coordinator • Marketing/ Communications Coordinator • Executive Assistant to the Principal • Office Coordinator roles with supervisory and financial responsibilities • HR Advisor
Level 6	An Employee at Level 6 will exercise a higher degree of autonomy, initiative, and discretion in the work program than an Employee at Level 5. Employees at this level are usually the subject matter experts for their area of accountability and hold budget or financial responsibilities. They may be responsible for the day-to-day management of other employees. Typical duties may include: • Leading and managing a finance team in financial management, sound accounting practices and reporting, including compliance and audit • Leading and managing a discretion function (Human Resources/Marketing) for the school or college. An Employee at this Level will have at a minimum a relevant tertiary (bachelor level) qualification and a relevant postgraduate qualification, such as a Certified Accountant or Certified Practising	• ICT Manager (secondary and composite school) • Accountant • Assistant Business Manager • Marketing/ Communications Manager • Senior Human Resources Advisor

Level	Typical requirements at the Level	Positions typical at the Level
	Accountant. They will possess unique, specialised skills, knowledge, and substantial experience considered critical to the operations of the school or college.	

1.2 ORDINARY HOURS

- The ordinary hours of work for a full-time Administrative and Technical Services Employee are thirty-eight (38) hours per week. Ordinary hours may be averaged over two (2) or four (4) weeks, taking effect from the commencement of the Agreement.
- Ordinary hours may be worked no more than five (5) in any seven (7) days and may be worked any day Monday through Friday between 7.00 am and 6.00 pm.
- An Employee in the Classification of Administrative and Technical Services may be required to work less than a full calendar year as set out in Clause 11 – Reduced Year Working Arrangement.

1.3 BASE SALARY/MHR

- Upon appointment, an Employee will typically start at the first Step for their Level in accordance with the table below. However, an Employee with relevant qualifications and/or experience may be placed at a higher Step for their Level at the Employer's discretion.

Level	Step (Year)	Annual Base Salary*	MHR*	Annual Base Salary 13 June 2026	MHR 13 June 2026
Level 1	1.1	\$62,102	\$31.33	\$64,275	\$32.43
	1.2	\$62,709	\$31.64	\$64,904	\$32.75
	1.3	\$63,289	\$31.93	\$65,504	\$33.05
	1.4	\$63,866	\$32.22	\$66,102	\$33.35
	1.5	\$64,475	\$32.53	\$66,731	\$33.67
	1.6	\$65,082	\$32.84	\$67,360	\$33.98
Level 2	2.1	\$66,850	\$33.73	\$69,190	\$34.91
	2.2	\$68,066	\$34.34	\$70,448	\$35.54
	2.3	\$69,221	\$34.92	\$71,644	\$36.15
	2.4	\$70,439	\$35.54	\$72,905	\$36.78
	2.5	\$71,625	\$36.14	\$74,132	\$37.40
	2.6	\$72,814	\$36.74	\$75,362	\$38.02
Level 3	3.1	\$75,188	\$37.93	\$77,819	\$39.26

Level	Step (Year)	Annual Base Salary*	MHR*	Annual Base Salary 13 June 2026	MHR 13 June 2026
	3.2	\$76,633	\$38.66	\$79,316	\$40.02
	3.3	\$78,059	\$39.38	\$80,791	\$40.76
	3.4	\$79,468	\$40.09	\$82,250	\$41.50
	3.5	\$80,917	\$40.82	\$83,749	\$42.25
	3.6	\$82,336	\$41.54	\$85,218	\$42.99
Level 4	4.1	\$78,775	\$39.74	\$81,532	\$41.13
	4.2	\$81,148	\$40.94	\$83,988	\$42.37
	4.3	\$83,521	\$42.14	\$86,445	\$43.61
	4.4	\$85,924	\$43.35	\$88,931	\$44.87
	4.5	\$88,296	\$44.55	\$91,386	\$46.11
	4.6	\$90,671	\$45.75	\$93,845	\$47.35
Level 5	5.1	\$92,639	\$46.74	\$95,881	\$48.37
	5.2	\$94,016	\$47.43	\$97,307	\$49.09
	5.3	\$95,390	\$48.13	\$98,728	\$49.81
	5.4	\$96,766	\$48.82	\$100,153	\$50.53
	5.5	\$98,142	\$49.51	\$101,577	\$51.25
	5.6	\$99,516	\$50.21	\$102,999	\$51.96
Level 6	6.1	\$100,644	\$50.78	\$104,166	\$52.55
	6.2	\$102,046	\$51.48	\$105,617	\$53.29
	6.3	\$103,448	\$52.19	\$107,068	\$54.02
	6.4	\$104,850	\$52.90	\$108,519	\$54.75
	6.5	\$106,251	\$53.61	\$109,969	\$55.48
	6.6	\$109,075	\$55.03	\$112,893	\$56.96

*On commencement of the Agreement

1.4 AVERAGED BASE SALARY FOR WORKING LESS THAN A FULL YEAR

- a. An Employee in this Classification engaged in accordance with Clause 11 - Reduced Working Year Arrangement will have their Base Salary averaged over the full calendar year.
- b. Where an Employee working under a Reduced Working Year Arrangement is offered and undertakes approved additional hours:

- i. during Term-weeks, the Employee will be paid at the relevant overtime or penalty rates on their MHR that would apply under the Agreement for the additional hours worked; and
 - ii. outside of Term-weeks, the Employee will be paid in accordance with Clause 12 - Offer of Additional Work During Non-term-weeks.
- c. An Employee will be paid for the additional hours worked as part of their regular pay cycle.

1.5 CALCULATING AN AVERAGED BASE SALARY FOR WORKING REDUCED WORKING YEAR ARRANGEMENT LESS THAN A FULL YEAR

Where an Employee works in accordance with Clause 11 – Reduced Working Year Arrangement), the Employee’s Base Salary will be averaged over the calendar year using the following formula:

Step 1 – Calculate the Full Time Equivalent (**FTE**) used to adjust the Base Salary for an Employee in the same Classification who works all weeks of the year (**Adjusted FTE**).

$$A = (B/C) \times (D/E)$$

Where:

A = Adjusted FTE

B = Ordinary hours worked per term week

C = Full time ordinary working hours (per week)

D = Actual weeks worked + 5.2 weeks (inclusive of annual leave and public holidays)

E = Calendar weeks in a year (52.16)

Step 2 – Multiply the Base Salary for an Employee who works all weeks of the year by the adjusted FTE to calculate the **Adjusted Base Salary**.

Example:

John is a part-time Library Coordinator classified at Level 5, Step 3.

He works thirty (30) ordinary hours each week and forty (40) weeks per year (Reduced Working Year Arrangement).

The equivalent Base Salary for a full-time Employee who works all weeks of the year is \$95,390.

STEP 1 – Calculate (A) the adjusted FTE to be applied to the Base Salary

$$A = \frac{30}{38} \times \frac{45.2}{52.16}$$

$$A = 0.6841$$

Where:

A = Adjusted FTE = 0.6841 or 68.41%

B = Ordinary Hours Worked = 30 hours

C = FTE ordinary working hours = 38 hours

D = Actual weeks worked + 5.2 weeks

E = Calendar weeks in a year (52.16)

STEP 2 – Multiply A (adjusted FTE) x Base Salary to determine the average (adjusted) Base Salary paid to the Employee

$$= A \times \text{Base Salary}$$

$$= 0.6841 \times \$95,390$$

$$= \$65,256.30$$

Therefore, John will be entitled to be paid \$1,251.08 per week for all weeks of the year. (Noting that Employees are paid fortnightly).

Note: If an Employee commences employment during the year (except for on January 1), D and E in the above formula are applied on a pro-rata basis. The formula is then adjusted at the commencement of the following year (1 January) based on a full calendar year.

2. BOARDING HOUSE SERVICES

A Boarding House Services Employee is an Employee whose primary duties are to support the operation of a school's boarding house, including the supervision of students, their care, and the general functions associated with the boarding house.

2.1 CLASSIFICATIONS

On commencing employment, an Employee in the Boarding House Services Classification shall be placed in one of the Levels in the table below based on their position role requirements, relevant qualifications, and experience:

Level	Typical requirements at the Level	Positions typical at the Level
Level 1	An Employee at Level 1 works under routine supervision of straightforward tasks, moving to a more general direction with experience. They may work semi-autonomously. Typical tasks may include: - providing for the day-to-day needs and routines of boarding students; and - involving the care and general functions of the boarding house. An Employee at this Level would typically have completed Year 12 or a Certificate I, II, or III with relevant work experience.	- Boarding Services Assistant - Boarding/ Residential Support Worker
Level 2	An Employee at Level 2 may supervise or coordinate others to achieve objectives, including liaising with the Boarding Managers. Typically, an Employee is responsible for coordinating activities and providing for the day-to-day needs of boarding students. At the Employer's discretion, Employees at Level 2 are required to have a minimum qualification of Certificate IV Community Services, Student Residential Care or equivalent.	Boarding Services Supervisor
Level 3	An Employee at Level 3 usually works under broad supervision and more general direction, depending upon their experience and the complexity of tasks. The Employee may supervise and coordinate others' work in the boarding house to achieve objectives and liaise with higher-level Employees. An Employee at this Level requires a minimum qualification of a Certificate IV in Community Services Student Residential Care, or equivalent at the	Assistant Head of Boarding Services

Level	Typical requirements at the Level	Positions typical at the Level
	Employer's discretion, and relevant work-related experience.	
Level 4	An Employee at Level 4 is responsible for supervising other Employees and usually reports to the School Principal or a delegate. An Employee at this Level requires a minimum Diploma level in Community Services, Student Residential Care, or equivalent, at the discretion of the Employer, and relevant experience at a senior level.	Head of Boarding Services

2.2 ORDINARY HOURS

- a. The ordinary hours of work for a full-time Boarding House Services Employee are thirty-eight (38) hours per week. Ordinary hours may be averaged over a period of twelve (12) months.
- b. Ordinary hours may be worked on no more than five (5) days in any seven (7) days, Monday through to Sunday, between 6.00 am and 6.00 pm.
- c. An ongoing (full or part-time) or fixed-term Boarding House Services Employee who works their ordinary hours in accordance with sub-clause 2.2a above, will be paid the applicable Base Salary/MHR in the table in sub-clause 2.3 for all weeks of the calendar year (excluding periods of unpaid leave), and the following Agreement Parts and Clauses will not apply:
 - i. Clause 11 – Reduced Working Year Arrangement
 - ii. Clause 46 – School Bus Allowance
 - iii. Clause 48 – On-call and recall allowance
 - iv. Clauses 27 – Broken Shift Rosters and 59 – Broken Shifts
 - v. Part 4 – Shift Work
 - vi. Part 9 – Overtime and Penalty Rates
 - vii. And any other Parts or Clauses specified not to apply to a Boarding House Services Employee.

2.3 BASE SALARY/MHR

On appointment, an Employee will typically start at the first Step for their Level in accordance with the table below. However, an Employee with relevant qualifications and/or experience may be placed at a higher Step for their Level at the Employer's discretion.

Level	Step (Year)	Annual Base Salary*	MHR*	Annual Base Salary 13 June 2026	MHR 13 June 2026
Level 1	1.1	\$61,766	\$31.16	\$63,927	\$32.25
	1.2	\$63,576	\$32.08	\$65,801	\$33.20
	1.3	\$65,984	\$33.29	\$68,293	\$34.46
	1.4	\$68,391	\$34.50	\$70,785	\$35.71
	1.5	\$70,802	\$35.72	\$73,280	\$36.97
Level 2	2.1	\$73,210	\$36.94	\$75,772	\$38.23
	2.2	\$76,825	\$38.76	\$79,514	\$40.12
	2.3	\$80,441	\$40.58	\$83,256	\$42.00
Level 3	3.1	\$83,200	\$41.98	\$86,112	\$43.45
	3.2	\$86,320	\$43.55	\$89,341	\$45.07
Level 4	4.1	\$93,600	\$47.22	\$96,876	\$48.88
	4.2	\$98,800	\$49.85	\$102,258	\$51.59

*On commencement of the Agreement

2.4 **OPENING AND CLOSING BOARDING SERVICES**

A Boarding House Services Employee may be required to work for two (2) days before the beginning of each term and two (2) days following the end of each term to prepare for the opening and/or closure of the boarding house.

2.5 **MEALS**

An Employee rostered on duty during mealtimes shall be entitled to the meal provided to the school boarding students in accordance with Clause 49 - Meal Allowance.

2.6 **ALLOWANCES**

The Sleepover allowance applies exclusively to Employees in the Boarding House Services Classification.

a. Sleepover allowance

- i. A sleepover is where the Employer requires a Boarding House Services Employee to sleepover on the Employer's premises or at a school campsite as part of the Employee's regular rostered ordinary hours of duty
- ii. Where the Employer requires an Employee to sleepover, the Employee will be paid \$61.36 per sleepover, and to be clear, no other penalty or overtime rate will apply when an Employee is being paid a Sleepover allowance.
- iii. A Boarding House Services Employee required to sleepover in a boarding house must be provided with suitable accommodation with adequate privacy, including:
 - access to kitchen and laundry facilities; and

- security for personal property and the Employee's private vehicle.

iv. Any time worked under this Clause will not be considered when determining the Employee's ordinary hours of work.

v. Exception

An Employee who is provided with reasonable accommodation, including living quarters and utilities and made available to the Employee for their exclusive use at no cost, is not entitled to a Sleepover allowance.

3. EDUCATION ASSISTANTS AND FIRST NATIONS EDUCATORS

Education Assistants and First Nations Educators (**Education Assistants**) play a crucial role in supporting teachers' work in a primary or secondary classroom or with individual students or groups of students. This work is vital as many students present with diverse and complex needs.

3.1 CLASSIFICATIONS

- a. Education Assistants include the following Classifications:
 - i. Education Assistants – General
 - ii. Education Assistants – Students with Disabilities (SWD)
 - iii. First Nations Educators.
- b. On commencing employment, an Employee in the Education Assistants and First Nations Educators Classification shall be placed in one of the Levels in tables 3.2, 3.3 or 3.4 based on their position, role requirements, relevant qualifications, and experience.

3.2 Education Assistants – General

Level	Typical requirements at the Level	Positions typical at the Level
Level 1	A General Education Assistant (Unqualified) usually works under the guidance of a teacher to assist student learning, either individually or in groups. An Employee at Level 1 may also be required to help collect, prepare, and distribute classroom materials. Other duties may include assisting with clerical duties associated with everyday classroom activities and assisting teachers with the care of students on school excursions, sports days, and other classroom activities. An Employee working at this Level may have completed: • Year 12 without work experience; and/or • a Certificate I or II with relevant work-related experience.	• General Education Assistant (Unqualified)
Level 2	A General Education Assistant (Qualified) usually works under routine supervision and more general direction with experience. Employees working alone	

Level	Typical requirements at the Level	Positions typical at the Level
	may work semi-autonomously and be responsible for tasks/projects. An Employee at Level 2 may be required to assist in student learning, which involves some discretion and judgement under the supervision of a teacher and the learning needs of students. An Employee at this Level typically holds a minimum qualification of Certificate III in School-Based Education Support or equivalent as determined by the Employer. An Employee at this Level working in a pre-kindy or kindy classroom is required to hold a minimum qualification approved by the Australian Children's Education and Care Quality Authority (ACECQA).	General Education Assistant (Qualified)

3.3 Education Assistants – Students with Disabilities (SWD)

Level	Typical requirements at the Level	Positions typical at the Level
Level 1	An Education Assistant (SWD) works in special education support programs or with individual students in mainstream classes. An Employee usually works under the guidance of a teacher to assist individual or group student learning. They may also be required to help collect, prepare, and distribute classroom materials. Other duties may include assisting with clerical duties associated with everyday classroom activities and assisting teachers with the care of students on school excursions, sports days and other classroom activities. An Employee working at Level 1 may have completed Year 12 without work experience or a Certificate I or II with work-related experience.	Education Assistant SWD (Unqualified)
Level 2	An Education Assistant SWD (Qualified) works under routine supervision and more general direction with experience. When working alone, an Employee may work semi-autonomously and be responsible for tasks/projects. An Employee at Level 2 may be required to assist in student learning where some discretion and	Education Assistant SWD (Qualified)

Level	Typical requirements at the Level	Positions typical at the Level
	judgement are involved, including evaluating student learning needs under teacher supervision. An Employee at Level 2 will hold a minimum qualification of Certificate III in School-Based Education Support or equivalent as determined by the Employer.	

3.4 Education Assistants – First Nations Educator

The Employer recognises the cultural load borne by our First Nations Educators in the workplace, where they are either the only person or one of a small number of people from the Aboriginal and Torres Strait Islander community. The Employer acknowledges that this creates an additional workload associated with being expected to respond to all things relating to that community and speak on behalf of its people. It often involves frequently providing information, knowledge, education, and support on First Nations' issues, topics, and days of significance.

Level	Typical requirements at the Level	Positions typical at the Level
Level 1	A First Nations Educator (Unqualified) usually works under the guidance of a teacher or school leader to assist student learning through: - Supporting students individually or in groups - Assisting in engaging and connecting with Aboriginal students' families and community - Supporting the integration of the Aboriginal and Torres Strait Islander students' histories and cultures cross-curriculum priority.	First Nations Educator (Unqualified)
Level 2	A Level 2 First Nations Educator – Qualified usually works under routine supervision and general direction. In addition to Level 1 duties, a Level 2 First Nations Educator will work independently and be responsible for leading tasks and projects within their area of expertise. A Level 2 Employee will hold the minimum qualification of Certificate III in School-Based Education Support or equivalent as determined by the Employer.	First Nations Educators (Qualified)

3.5 ORDINARY HOURS

- a. The weekly ordinary hours of work for:
 - i. a full-time Education Assistant is 32.5 hours or more, or an average of 32.5 hours or more per week and may be averaged over two (2) or four (4) weeks; and
 - ii. a part-time Education Assistant is less than 32.5 hours per week, or an average of less than 32.5 hours per week and may be averaged over two (2) or four (4) weeks.
- b. Ordinary hours can be worked on no more than five (5) in any seven (7) days and may be worked on any day, Monday to Friday, between 7.00 am and 6.00 pm.
- c. Where the Employer requires an Employee to prepare and/or plan for a class or group of students, the Employee must be provided with time within their ordinary hours of work to perform the duty.
- d. An Education Assistant may be reasonably required to attend professional development during Term weeks as well as other activities in planning and preparing for students returning to school.

3.6 PAYMENT FOR HOURS WORKED IN EXCESS OF ORDINARY HOURS – FULL-TIME EMPLOYEES

Where a full-time Employee, with the approval of their Employer, works more than 32.5 ordinary hours in a Term-week or more than an average of 32.5 ordinary hours:

- a. the first five and a half (5.5) hours in a week (up to thirty-eight (38) hours in a week) will be paid at the Employee's MHR; and
- b. hours worked in a week above thirty-eight (38) hours will be paid at the applicable overtime rate in the Agreement Clause 57 - Overtime.

3.7 BASE SALARY/MHR

- a. Upon appointment, an Employee will typically start at the first Step for their Level in accordance with the table below. However, an Employee with relevant qualifications and/or experience may be placed at a higher Step for their Level at the Employer's discretion.
- b. A full-time Employee in this Classification is paid for the full calendar year, and there is no requirement to average the annual Base Salary in accordance with Clause 11 - Reduced Working Year Arrangement.

3.8 Education Assistants – General

Level	Step (Year)	Annual Base Salary*	MHR*
Level 1	1.1	\$59,473	\$35.08
	1.2	\$60,926	\$35.94
	1.3	\$63,126	\$37.24
Level 2	2.1	\$65,306	\$38.52
	2.2	\$66,842	\$39.43

*On commencement of the Agreement

3.9 Education Assistants – SWD

Level	Step (Year)	Annual Base Salary*	MHR*
Level 1	1.1	\$68,129	\$40.19
	1.2	\$69,458	\$40.97
Level 2	2.1	\$70,870	\$41.81
	2.2	\$74,129	\$43.73

*On commencement of the Agreement

3.10 Education Assistants – First Nations Educators

Level	Step (Year)	Annual Base Salary*	MHR*
Level 1	1.1	\$68,129	\$40.19
	1.2	\$69,458	\$40.97
Level 2	2.1	\$70,870	\$41.81
	2.2	\$74,129	\$43.73

*On commencement of the Agreement

3.11 ALLOWANCES

The following allowances apply to Employees in the Education Assistants and First Nations Educators Classification:

- a. In-Charge allowance

- b. Special Responsibility Allowance
- c. Camp Allowance (refer to Clause 51).

3.12 IN-CHARGE ALLOWANCE

- a. An Education Assistant or First Nations Educator Employee who is directed to supervise or is left in-charge of an entire class for one (1) lesson shall be paid at their MHR plus 10% of the MHR for their Level and Step for the period for which they are left in charge.
- b. If an Education Assistant or First Nations Educator Employee who is directed to supervise or is left in-charge of an entire class for one (1) day or more, they shall be paid at the MHR, plus 20% of the MHR for their Level and Step for the whole period for which they are left in charge.
- c. If the Education Assistant or First Nations Educator Employee who is left in-charge for a period exceeding three (3) days, they shall be paid at the MHR for their Level and Step, plus thirty 30% of the MHR for their Level and Step for the whole period for which they are in charge.

3.13 SPECIAL RESPONSIBILITY ALLOWANCE

- a. A Principal may elect to pay a Special Responsibility Allowance (**SRA**) to a qualified Education Assistant who agrees to take on additional responsibilities and/or duties. Such responsibilities may include the following:
 - i. Leading a strategic project for the school
 - ii. Leading or facilitating network cluster meetings
 - iii. Coordinating or facilitating the planning and delivery of the induction and other training of education assistants
 - iv. Leading, coordinating and mentoring other education assistants.
- b. Where a Principal elects to pay an Education Assistant an SRA, the arrangement must be recorded in writing.
- c. An Education Assistant may be paid an SRA for up to twelve (12) months.
- d. The payment of an SRA to an Education Assistant is not portable or transferable between Employers or Schools.
- e. The SRA is payable as follows:

School Enrolments	Number of SRA's payable	Total
< 100	1 x \$1000	\$1000
100-300	2 x \$1000	\$2000
301 - 600	3 x \$1000	\$3000
601 -	4 x \$1000	\$4000

4. FACILITIES AND SCHOOL OPERATIONAL SERVICES

4.1 CLASSIFICATIONS

On commencing employment, an Employee in the Facilities and School Operational Services Classification shall be placed in one of the following Levels, dependent upon their position, role requirements, relevant qualifications, and experience:

Level	Typical requirements at the Level	Positions typical at the Level
Level 1	An Employee at Level 1 will work under close or routine supervision. An Employee at this Level requires no prior experience or formal qualifications to perform the job and would typically work under direct supervision. Typical duties may include: • General cleaning tasks • Moving furniture and equipment • Performing general house assistant duties in a boarding house, such as cleaning • Cleaning, dusting, and polishing in classrooms or other public areas of the school.	• Cleaner • Kitchen/ Canteen Assistant • Laundry Assistant • Grounds/ Maintenance Assistant • Uniform Shop Assistant • Handyperson • Bus Driver
Level 2	An Employee at Level 2 usually works under routine supervision of straightforward tasks and close supervision of more complex tasks. When Employees work alone, they may receive less direct guidance and have more autonomy. Typical duties may include: • Elementary food preparation and cooking duties, cleaning and tidying the kitchen and its equipment • Performing non-cooking duties in the kitchen or canteen, including the assembly, preparation, and measurement of food items • Laundry duties requiring the application of limited discretion • Assisting in a school retail facility, such as a canteen or uniform shop • Performing non-trade tasks incidental to the Employee's work	• Non-trade-qualified Cook • Gardener • Cleaner • Kitchen/ Canteen Assistant • Uniform Shop Assistant

Level	Typical requirements at the Level	Positions typical at the Level
	Undertaking general gardening/landscaping tasks, including preparation and planting procedures. An Employee at this Level will typically have completed Year 12 without work experience or completed a Certificate I or II with work-related experience.	
Level 3	An Employee at Level 3 would work under routine supervision, moving to more general direction with experience. This is the first Level where an Employee may supervise other Employees. When Employees may work semi-autonomously when working alone. Typical duties may include: - Control and responsibility for the maintenance of gardens, sports grounds and/or facilities - Cooking duties - Operating, maintaining, and adjusting turf machinery under general supervision - Performing a range of patrol duties, including responding to alarms, following emergency procedures - Cleaning and inspecting machinery after each use, reporting any problems to the appropriate manager - Responsibility for basic maintenance - Responsibility for a premises and ordering stock in a retail facility such as a canteen or uniform shop. An Employee at this Level would typically have completed: - Year 12 or a Certificate II with relevant work experience - A trade Certificate or Certificate III.	- Cook - Cleaning Coordinator - Grounds person - Maintenance person - Canteen Coordinator/ Manager (with no Employee supervisory responsibility) - Uniform Shop Coordinator/ Manager (with no Employee supervisory responsibility)

Level	Typical requirements at the Level	Positions typical at the Level
Level 4	An Employee at Level 4 is fully competent and skilled in performing the job function, with a high degree of autonomy, initiative, and discretion in the work program. They will possess knowledge, skills, and a demonstrated capacity to undertake complex tasks. The Employee may be responsible for supervising other Employees. Typical duties may include: - responsibility for operating the school canteen and uniform shop, including supervision of Employees and volunteers; and - responsibility for planning, scheduling, and supervising all aspects of gardening maintenance. In trade positions: - working on more complex tasks, exercising high precision trade skills using various materials and/or specialised techniques; and - performing general maintenance work, which includes the use of trade-accredited skills in areas such as carpentry, plumbing or electrical services. The Employee at this Level will typically have the following qualifications and/or experience: - A Certificate III with extensive relevant work experience - A Certificate IV with relevant work experience - A Diploma Level qualification with related work experience - Post-trade Certificate with extensive relevant experience.	- Uniform Shop Coordinator/ Manager - Canteen Coordinator/ Manager - Qualified Cook - Senior Grounds person
Level 5	An Employee at Level 5 may supervise other staff at Levels below Level 5. Typical duties may include managing a range of functions. An Employee at this Level will typically have the following qualifications and or experience: A minimum of a Certificate IV with extensive relevant work experience	- Assistant Property Manager - Head Grounds person

Level	Typical requirements at the Level	Positions typical at the Level
	- Relevant degree level qualification - Post trades Certificate and extensive relevant experience.	
Level 6	Employees at Level 6 will exercise a higher degree of autonomy, initiative, and discretion than at Level 5. Employees in this Level are the subject matter experts for their discipline and may be responsible for the day-to-day management of other employees. Typical duties may include: - leading and managing the property services team and contractors in the daily logistics of the school, including operations and events; and - leading and managing the facilities team and contractors in the daily logistics of buildings and services. An Employee at this Level will typically have a degree-level qualification with relevant experience, extensive experience, specialist expertise, or broad knowledge in technical or administrative fields.	- Property Manager - Facilities Manager

4.2 ORDINARY HOURS

- The ordinary hours of work for a Facilities and School Operational Services Employee are thirty-eight (38) hours per week or an average of 38 hours per week. They may be averaged over two (2) or four (4) weeks.
- The ordinary hours can be worked on no more than five (5) in any seven (7) days and on any day Monday through Friday between 6.00 am and 6.00 pm, except for cooking, catering, housekeeping and laundry services associated with a boarding house where the ordinary hours can be worked on any day between Monday to Sunday between 6.00 am and 6.00 pm.
- An Employee in the Facilities and School Operational Services Classification may be required to work under a Reduced Working Year Arrangement as set out in Clause 11.

4.3 BASE SALARY/MHR

Upon appointment, an Employee will typically start at the first Step for their Level in accordance with the table below. However, an Employee with relevant qualifications and/or experience may be placed at a higher Step for their Level at the Employer's discretion.

Level	Step (Year)	Annual Base Salary*	MHR*
Level 1	1.1	\$64,226	\$32.40
	1.2	\$65,495	\$33.04
	1.3	\$66,763	\$33.68
Level 2	2.1	\$67,209	\$33.91
	2.2	\$68,140	\$34.38
	2.3	\$69,071	\$34.85
Level 3	3.1	\$69,840	\$35.24
	3.2	\$70,405	\$35.52
	3.3	\$70,970	\$35.81
Level 4	4.1	\$73,345	\$37.00
	4.2	\$75,015	\$37.85
	4.3	\$76,684	\$38.69
Level 5	5.1	\$78,955	\$39.83
	5.2	\$80,683	\$40.71
	5.3	\$82,411	\$41.58
Level 6	6.1	\$85,128	\$42.95
	6.2	\$87,790	\$44.29
	6.3	\$90,451	\$45.63

*On commencement of the Agreement

4.4 AVERAGED BASE SALARY FOR WORKING LESS THAN A FULL YEAR

- a. An Employee in the Facilities and School Operations Classification engaged in accordance with Clause 11– Reduced Working Year Arrangement will have their Base Salary averaged over the calendar year.
- b. Where an Employee working under a Reduced Working Year Arrangement is offered and undertakes approved additional hours (additional hours):
 - i. during Term-weeks, the Employee will be paid at the relevant overtime or penalty rates on their MHR that would apply under the Agreement for the additional hours worked; and
 - ii. outside of Term-weeks, the Employee will be paid in accordance with Clause 12 – Offer of Additional Work During Non-term-weeks. An Employee will be paid for the additional hours worked as part of their normal pay cycle.

4.5 **CALCULATING AN AVERAGED BASE SALARY FOR WORKING LESS THAN A FULL YEAR**

Where an Employee works a Reduced Working Year Arrangement in accordance with Clause 11, the Employee's salary will be averaged over the calendar year using the following formula:

Step 1 – Calculate the Full Time Equivalent (FTE) used to adjust the Base Salary for an Employee in the same Classification who works all weeks of the year. **(Adjusted FTE)**.

$$A = (B/C) \times (D/E)$$

Where:

A = Adjusted FTE

B = Ordinary hours Employee is rostered to work (per week)

C = FTE ordinary working hours (per week)

D = Actual weeks worked + 5.2 weeks (inclusive of annual leave and public holidays)

E = Calendar weeks in a year (52.16)

Step 2 – Multiply the Base Salary for an Employee who works all weeks of the year by the Adjusted FTE to calculate the **Adjusted Base Salary**.

Example:

John is a part-time Cleaning Coordinator working 30 ordinary hours each week and works forty (40) weeks per year. He is classified at Level 3 Step 3. The equivalent Base Salary for a full-time Employee at this Level is \$70,970.

STEP 1 – Calculate (A) the adjusted FTE to be applied to the Base Salary

$$A = \frac{30}{38} \times \frac{45.2}{52.16}$$

$$A = 0.6841$$

Where:

A = Adjusted FTE

B = Ordinary Hours Worked = 30 hours

C = FTE ordinary working hours = 38 hours

D = Actual weeks worked + 5.2 weeks

E = Calendar weeks in a year (52.16)

STEP 2 – Multiply A x Base Salary to determine the adjusted rate payable all weeks of the year

$$= A \times \text{Base Salary}$$

$$= 0.6841 \times \$70,970$$

$$= \$48,550.58$$

Therefore, John will be entitled to be paid \$930.80 per week for all weeks of the calendar year. (Noting that Employees are paid fortnightly).

Note: If an Employee commences employment during the year (except for on January 1), D and E above are applied on a pro-rata basis. The formula is then adjusted at the start of the next calendar year based on a full calendar year.

5. MENTAL HEALTH SERVICES

5.1 CLASSIFICATIONS

On commencement of employment, an Employee in the Classification of Mental Health Services shall be placed in one of the following Levels dependent upon their position, role requirements, relevant qualifications, and experience:

Role	Minimum qualifications and requirements
Youth Worker	An Employee engaged as a youth worker must hold a Certificate IV in Youth Work/Community Services or a similar discipline.
Counsellor	An Employee engaged as a counsellor must, by qualification, meet the minimum criteria for Clinical or Certified Practising Registration with the Psychotherapy and Counselling Federation of Australia (PACFA), being an undergraduate degree or two-year master's degree (with a minimum of hours of instruction in counselling/psychotherapy-specific subjects).
Social Worker	An Employee engaged as a social worker must, by qualification, be eligible for membership of the Australian Association of Social Workers (AASW) and hold a qualification from an Australian tertiary institution or qualification from overseas that AASW has recognised as comparable to an AASW approved social work qualification.
Provisional Registered Psychologist	An Employee engaged as a provisional psychologist and who is provisionally registered as a psychologist with the Australian Health Practitioner Regulation Agency (AHPRA).
Psychologist	An Employee engaged as a psychologist and who is registered as a psychologist with AHPRA.

5.2 ORDINARY HOURS

- The ordinary hours of work for a full-time Mental Health Services Employee are thirty-eight (38) hours per week and may be averaged over two (2) or four (4) weeks.
- Ordinary hours can be worked on no more than five (5) in any seven (7) days and can be worked on any day Monday through to Friday between 7.00 am and 6.00 pm.
- An Employee in the Mental Health Services Classification may be required to work under a Reduced Working Year Arrangement as set out in the Agreement in Clause 11.
- A full-time or part-time Employee in the Classification of Mental Health Services working in accordance with sub-clause 5.2 c above, will be paid for an additional four (4) Non-term-weeks.

5.3 BASE SALARY/MHR

Upon commencing employment, an Employee in the Mental Health Services Classification will usually commence at the first Step for their Level in accordance with the appropriate table below based on their position, role requirements, relevant qualifications and experience. However, an Employee with relevant qualifications and/or experience may be placed at a higher Step for their Level at the Employer's discretion.

5.4 Youth Workers

Salary Level	Annual Base Salary*	MHR*	Annual Base Salary 13 June 2026	MHR 13 June 2026
Step 1	\$80,888	\$40.81	\$83,719	\$42.24
Step 2	\$82,557	\$41.65	\$85,447	\$43.11
Step 3	\$91,112	\$45.97	\$94,301	\$47.58
Step 4	\$93,463	\$47.15	\$96,734	\$48.80
Step 5	\$95,544	\$48.20	\$98,888	\$49.89

*On commencement of the Agreement

5.5 Social Workers and Counsellors

Salary Level	Annual Base Salary*	MHR*	Annual Base Salary 13 June 2026	MHR 13 June 2026
Step 1	\$85,536	\$43.15	\$88,530	\$44.67
Step 2	\$89,386	\$45.10	\$92,515	\$46.68
Step 3	\$93,656	\$47.25	\$96,934	\$48.91
Step 4	\$98,992	\$49.94	\$102,456	\$51.69
Step 5	\$107,263	\$54.12	\$111,018	\$56.01
Step 6	\$112,653	\$56.84	\$116,596	\$58.83

*On commencement of the Agreement

5.6 Provisionally Registered Psychologists and Psychologists

Salary Level	Annual Base Salary*	MHR*
Step 1	\$94,955	\$47.91
Step 2	\$100,058	\$50.48
Step 3	\$105,168	\$53.06
Step 4	\$110,268	\$55.63
Step 5	\$115,367	\$58.21
Step 6	\$123,678	\$62.40

Salary Level	Annual Base Salary*	MHR*
Step 7	\$129,185	\$65.18
Step 8	\$134,192	\$67.70
Step 9	\$139,204	\$70.23

*On commencement of the Agreement

5.7 MENTAL HEALTH SERVICES AND SALARY PROGRESSION

- a. An Employee who is registered as a provisional registered psychologist with AHPRA:
 - i. shall commence at Step 1 and proceed to Step 2 in the table at 5.6 above in accordance with the Agreement Clause 31 - Commencement and Progression; and
 - ii. will not proceed to Step 3 in the table at 5.6 above until they have obtained and provided evidence of registration with AHPRA as a psychologist.
- b. An Employee who is registered as a psychologist with AHPRA shall commence at Step 3 and progress to Step 9 in the table at 5.6 above in accordance with Clause 31 - Commencement and Progression.
- c. A psychologist, social worker, or counsellor who obtains a second degree shall advance one incremental Step effective the date evidence is provided of the additional qualification.
- d. In this Clause, a “**second degree**” means a master’s degree in the appropriate discipline relevant to the Employer’s operational requirements and the role performed by the Employee.

5.8 CALCULATING AN AVERAGED BASE SALARY FOR WORKING LESS THAN A FULL YEAR

Where an Employee in the Mental Health Services Classification works Reduced Working Year Arrangement in accordance with Clause 11, the Employee’s salary will be averaged over the calendar year using the following formula:

Step 1 – Calculate the adjusted Full time Equivalent (FTE) used to adjust the Annual Base Salary for an Employee in the same Classification who works all weeks of the calendar year.

$$A = (B/C) \times (D/E)$$

Where:

A = Adjusted FTE

B = Ordinary Hours an Employee is rostered to work (per week)

C = FTE ordinary working hours (per week)

D = Actual weeks worked (to a maximum of 43) + four (4) weeks Paid Non-term-weeks + four (4) weeks annual leave + 1.2 weeks public holidays

E = Calendar weeks in a year (52.16)

Step 2 – Multiply the Annual Base Salary by the adjusted FTE to calculate the **Adjusted Base Salary**.

Example:

Jane is a part-time psychologist at Step 6. She works twenty (20) ordinary hours each week and forty (40) weeks a year. Jane has an entitlement to four (4) weeks annual leave.

Jane is also paid for four (4) Non-term-weeks. The equivalent Base Salary (unadjusted) is \$123,678.

STEP 1 – Calculate A the percentage adjustment to be applied to the Base Salary.

$$A = (20/38) \times (49.2/52.16)$$

$$= 0.5263 \times 0.9432$$

$$A = 0.4964 \text{ or } 49.64\%$$

Where:

A = Adjusted FTE

B = Ordinary Hours Employee is rostered to work per week = **20**

C = FTE ordinary working hours per week = **38**

D = Actual weeks worked (forty (40) weeks) + Paid Non-term-weeks (four (4) weeks) + four (4) weeks annual leave + 1.2 weeks (public holidays) = **49.2 weeks**.

E = Calendar weeks in a year (52.16)

STEP 2 – Multiply A x Base Salary to determine the adjusted Base Salary payable all weeks of the year

$$= A \times \text{Base Salary}$$

$$= 0.4964 \times \$123,678$$

$$= \$61,393.76$$

Jane's Adjusted Base Salary is \$61,393.76.

Therefore, Jane is entitled to be paid \$1177.03 per week for all weeks of the year (noting that Employees are paid fortnightly).

Exception: If an Employee commences employment during the year (except for on January 1), D and E in Step 1 are applied on a pro-rata basis. The calculation in Step 1 is adjusted at the start of the next calendar year based on a full calendar year.

5.9 PROFESSIONAL LEARNING

- a. The Employer acknowledges the importance of professional learning opportunities in retaining and developing experienced and competent mental health practitioners.
- b. Where an Employee in the Mental Health Services Classification is required to undertake continuing professional development/learning as part of maintaining their professional registration, the Employer will:

- i. provide time to release internal professional learning and networking opportunities facilitated by the CEWA Psychology team within ordinary hours; and
 - ii. where this is not possible, provide access to appropriate training and professional development opportunities; and/ or
 - iii. provide internal professional learning and networking opportunities facilitated by the CEWA Psychology team within ordinary hours.
- c. All professional development/learning must be approved by the Principal and taken at a mutually agreed-upon time, considering the school's operational requirements.

5.10 **PROFESSIONAL SUPERVISION**

Where an Employee in the Mental Health Services Classification is required to undertake supervision as part of maintaining their professional registration, where practicable, such supervision should take place within ordinary work hours.

6. NURSING SERVICES

A “**Nurse**” in the Nursing Services Classification shall mean an Employee who is employed as a nurse and registered under the *Health Practitioner Regulation National Law (Western Australia)* in the nursing and midwifery profession whose name is entered on Division 1 of the Register of Nurses kept under that Law as a registered nurse.

6.1 CLASSIFICATIONS

On commencing employment, an Employee in the Nursing Services Classification shall be placed in one of Levels in the table below based on their position, role requirements, relevant qualifications, and experience:

Level	Typical requirements at the Level	Positions typical at the Level
Level 1	An Employee at Level 1 provides primary nursing care with its associated administrative responsibilities.	School Nurse
Level 2	In addition to Level 1 duties, an Employee at Level 2 may provide health counselling and health education, act in a resource capacity to the school community, and provide primary care with its associated administrative duties.	School Nurse
Level 3	In addition to Level 2 duties, an Employee at Level 3 would be responsible for the coordination, administration, and management of a school health centre and/or in charge of and directing the activities of other Employees within the school's health service.	Nurse Manager

6.2 ORDINARY HOURS

- The ordinary hours of work for a full-time Nursing Services Employee will be thirty-eight (38) hours per week and may be averaged over two (2) or four (4) weeks.
- Ordinary hours may be worked no more than five (5) in any seven (7) days and may be worked on any day from Monday through Friday between 6.30 am and 6.30 pm.

6.3 BASE SALARY/MHR

- On appointment, a Nursing Services Employee will typically start at the first Step for their Level in accordance with the table below. However, an Employee with relevant qualifications and/or experience may be placed at a higher Step for their Level at the Employer's discretion and based on School requirements.
- A full time Employee in this Classification is paid for the full year, and there is no requirement to average the annual Base Salary in accordance with Clause 11- Reduced Working Year Arrangement.

Level	Step (Year)	Annual Base Salary*	MHR*	Annual Base Salary 13 June 2026	MHR 13 June 2026
Level 1	1.1	\$71,098	\$35.87	\$73,587	\$37.13
	1.2	\$73,937	\$37.30	\$76,525	\$38.61
	1.3	\$76,804	\$38.75	\$79,492	\$40.11
	1.4	\$79,644	\$40.18	\$82,431	\$41.59
Level 2	2.1	\$82,482	\$41.61	\$85,369	\$43.07
	2.2	\$85,321	\$43.05	\$88,307	\$44.55
	2.3	\$88,163	\$44.48	\$91,249	\$46.04
	2.4	\$91,030	\$45.93	\$94,216	\$47.53
Level 3	3.1	\$92,040	\$46.44	\$95,261	\$48.06
	3.2	\$97,240	\$49.06	\$100,643	\$50.78
	3.3	\$102,440	\$51.68	\$106,025	\$53.49

*On commencement of the Agreement

6.4 PROFESSIONAL LEARNING

- The Employer acknowledges the importance of professional learning opportunities in retaining and developing experienced nurses.
- Where a Nursing Services Employee is required to undertake continued professional development/learning to maintain their registration, the Employer will provide access to appropriate training and professional development opportunities.
- All professional development/learning must be approved by the Principal and taken at a mutually agreed-upon time, considering the school's operational requirements.

6.5 PROFESSIONAL SUPERVISION

The Employer recognises that Nurses may be required to participate in supervision to maintain their registration. Where practicable and required to maintain registration, such supervision should take place within ordinary work hours.

7. EARLY LEARNING CENTRES AND OUTSIDE SCHOOL HOURS CARE

7.1 CLASSIFICATIONS

On commencement of employment, an Employee in the Early Learning Centre and Outside School Hours Care Classification shall be placed in one of the following Levels dependent upon their position, job requirements, relevant qualifications, and experience:

7.2 Early Learning Centre Employee (ELC Employee)

An ELC Employee means an Employee who is employed in an Early Learning Centre (ELC) for the purpose of providing education and care to children.

Level	Typical requirements at the Level	Positions typical at the Level
Level 1	At Level 1, an ELC Employee is working towards an approved qualification at Certificate III level.	Educator (working toward)
Level 2	At Level 2, an ELC Employee will hold a Certificate III level approved qualification.	Qualified Certificate III Educator
Level 3	At Level 3, an ELC Employee is working towards an approved qualification at Diploma level.	Qualified Diploma Educator (Working towards)
Level 4	At Level 4, an ELC Employee holds a Diploma of Early Childhood Education and Care Diploma level approved qualification.	- Qualified Diploma Level Educator - Room Leader - Lead Educator
Level 5	At Level 5, an ELC Employee holds a relevant minimum qualification, a Diploma of Early Childhood Education and Care.	ELC Manager
NOTE	An Employee engaged as a teacher and registered with the Teachers Registration Board, and who holds a recognised Early Childhood Education qualification is employed in accordance with the terms and conditions in accordance with the <i>WA Catholic School Teachers Enterprise Agreement 2023</i> . To be clear, the terms and conditions of this Agreement do not apply.	Early Childhood Teacher

7.3 Outside School Hours Care Employee (OSHC Employee)

An OSHC Employee is an Employee who is employed within the school's OSHC Service for the purpose of providing care for children outside the ordinary hours of the school.

Level	Typical requirements at the Level	Positions typical at the Level
Level 1	A Level 1 OSHC Employee I means an Employee who does not hold a qualification.	• OSHC Educator
Level 2	A Level 2 OSHC Employee means an Employee who meets the following qualification requirements: • holds an approved qualification or an approved educator qualification; or • is actively working towards an approved qualification or an approved educator qualification.	• Qualified Educator
Level 3	A Level 3 OSHC Employee means an Employee who is the Nominated Supervisor of the OSHC and holds an approved qualification; or • is enrolled in a course that is an approved first educator qualification; and • has completed at least 50% of the course; and • is making satisfactory progress towards completion of the course; and • is meeting the requirements for maintaining enrolment in the course.	• Nominated Supervisor • First Qualified Educator • Second in Charge (2IC)
Level 4	A Level 3 OSHC Employee means an Employee who holds an approved qualification with The Australian Children's Education & Care Quality Authority (ACECQA).	• OSHC Service Manager

7.4 ORDINARY HOURS

- The ordinary hours of work for a full-time ELC or OSHC Employee are thirty-eight (38) hours per week or an average of thirty-eight (38) hours per week. They may be averaged over two (2) or four (4) weeks.
- Ordinary hours can be worked on no more than five (5) in any seven (7) days and may be worked on any day from Monday to Friday between 6.00 am and 6.30 pm.
- An Employee in the Classification of Early Learning Centre and Outside School Hours Care may be required to work less than the full calendar year as set out in Clause 11 – Reduced Working Year Arrangement.

7.5 BASE SALARY/MHR

Upon appointment, an Employee will typically start at the first Step for their Level in accordance with table 7.6 or 7.7 below. However, an Employee with relevant qualifications and/or experience may be placed at a higher Step for their Level at the Employer's discretion.

7.6 Early Learning Centre

Level	Minimum Qualification	Step (Year)	Annual Base Salary*	MHR*
Level 1	Working towards a Certificate III	1.1	\$62,503	\$31.53
		1.2	\$63,013	\$31.79
Level 2	Certificate III	2.1	\$67,260	\$33.93
		2.2	\$68,668	\$34.64
Level 3	Working towards Diploma	3.1	\$72,042	\$36.35
		3.2	\$72,819	\$36.74
Level 4	Diploma	4.1	\$75,173	\$37.93
		4.2	\$75,367	\$38.02
Level 5 (ELC Manager)	Diploma (ELC licensed up to 39 enrolments)	5.1	\$86,120	\$43.45
		5.2	\$86,727	\$43.76
		5.3	\$87,504	\$44.15
	Diploma (ELC licensed for between 40-59 enrolments)	5.4	\$89,780.40	\$45.30
		5.5	\$90,780.40	\$45.80
		5.6	\$91,780.40	\$46.31
	Diploma (ELC licensed for 60 or more enrolments)	5.7	\$93,780.40	\$47.31
		5.8	\$94,780.40	\$47.82
		5.9	\$95,780.40	\$48.32

*On commencement of the Agreement

7.7 **Outside School Hours Care**

Level	Minimum Qualification	Step (Year)	Annual Base Salary*	MHR*
Level 1 Unqualified	Unqualified	1.1	\$62,430	\$31.50
		1.2	\$66,193	\$33.40
		1.3	\$68,426	\$34.52
Level 2	Holds approved qualification	2.1	\$69,426	\$35.03
		2.2	\$70,732	\$35.69
Level 3 Nominated	Holds approved qualification	3.1	\$75,173	\$37.93
		3.2	\$75,368	\$38.02
Level 4 OSHC Service Manager	Diploma (OSHC services licensed up to 39 enrolments)	4.1	\$86,120	\$43.45
		4.2	\$86,727	\$43.76
		4.3	\$87,504	\$44.15
	Diploma (OSHC services licensed from 40-59 enrolments)	4.4	\$89,781	\$45.30
		4.5	\$90,781	\$45.80
		4.6	\$91,781	\$46.31
	Diploma (OSHC services licensed for 60 or more enrolments)	4.7	\$93,781	\$47.31
		4.8	\$94,781	\$47.82
		4.9	\$95,781	\$48.32

*On commencement of the Agreement

7.8 **BASE SALARY FOR WORKING LESS THAN A FULL YEAR**

- a. An Employee in this Classification engaged in accordance with Clause 11 - Reduced Working Year Arrangement will have their Base Salary averaged over the full calendar year.
- b. Where an Employee working under a Reduced Working Year Arrangement is offered and undertakes approved additional hours:
 - i. during Term-weeks, the Employee will be paid at the relevant overtime or penalty rates on their MHR that would apply under the Agreement for the additional hours worked; and
 - ii. outside of Term-weeks, the Employee will be paid in accordance with Clause 12 - Offer of Additional Work During Non-term-weeks.
- c. An Employee will be paid for the additional hours worked as part of their regular pay cycle.

7.9 **CALCULATING AN AVERAGED BASE SALARY FOR WORKING REDUCED WORKING YEAR ARRANGEMENT LESS THAN A FULL YEAR**

Where an Employee works in accordance with Clause 11 – Reduced Working Year Arrangement), the Employee's Base Salary will be averaged over the calendar year using the following formula:

Step 1 – Calculate the Full Time Equivalent (**FTE**) used to adjust the Base Salary for an Employee in the same Classification who works all weeks of the year (**Adjusted FTE**).

$$A = (B/C) \times (D/E)$$

Where:

A = Adjusted FTE

B = Ordinary hours worked per term week

C = Full time ordinary working hours (per week)

D = Actual weeks worked + 5.2 weeks (inclusive of annual leave and public holidays)

E = Calendar weeks in a year (52.16)

Step 2 – Multiply the Base Salary for an Employee who works all weeks of the year by the adjusted FTE to calculate the **Adjusted Base Salary**.

Example:

John works in Outside Hours School Care and is classified at Level 1, Step 1.

He works thirty (30) ordinary hours each week and forty (40) weeks per year (Reduced Working Year Arrangement).

The equivalent Base Salary for a full-time Employee who works all weeks of the year is \$62,430

STEP 1 – Calculate (A) the adjusted FTE to be applied to the Base Salary

$$A = \frac{30}{38} \times \frac{45.2}{52.16}$$

$$A = 0.6841$$

Where:

A = Adjusted FTE = 0.6841 or 68.41%

B = Ordinary Hours Worked = 30 hours

C = FTE ordinary working hours = 38 hours

D = Actual weeks worked + 5.2 weeks

E = Calendar weeks in a year (52.16)

STEP 2 – Multiply A (adjusted FTE) x Base Salary to determine the average (adjusted) Base Salary paid to the Employee

$$= A \times \text{Base Salary}$$

$$= 0.6841 \times \$62,430$$

$$= \$42,708.36$$

Therefore, John will be entitled to be paid \$819.42 per week for all weeks of the year. (Noting that Employees are paid fortnightly).

Note: If an Employee commences employment during the year (except for on January 1), D and E in the above formula are applied on a pro-rata basis. The formula is then adjusted at the commencement of the following year (1 January) based on a full calendar year.

7.10 ALLOWANCES

- a. Where applicable, the following allowances apply exclusively to Employees in the Early Learning Centres and Outside School Hours Care Classification:
 - i. **Outside School Hours Care Employees** only:
 - A. OSHC in Charge Allowance.
 - ii. **Early Learning Centre and Outside School Hours Care Service:**
 - A. Educational Leaders Allowance
 - B. Broken Shift Allowance;

C. Service Management Allowance.

b. **OSHC In Charge Allowance**

An OSHC Employee left in charge of children will receive their MHR plus 15% of their MHR for each hour they are left in charge.

c. **Educational Leaders Allowance**

- i. An **Educational Leader** is an Employee designated by the Employer in writing and a suitably qualified and experienced educator, coordinator or other individual to lead the development and implementation of educational programs in the service under Regulation 118 of the *Education and Care Services National Regulations 2012*.
- ii. An Employee required to discharge the responsibilities of the Educational Leader on a full-time basis is entitled to an Educational Leader's Allowance of \$4,412.84 per annum.
- iii. Where an Employee is required to act as an Educational Leader for less than five (5) days per week, the annual allowance prescribed in the Educational Leaders Allowance is paid on a pro-rata basis calculated by reference to the number of days per week the Employee is required to act as an Educational Leader.

d. **Service Management Allowance**

- i. An Employee responsible for managing both an ELC and an OSHC Service will receive a Service Management Allowance calculated on 20% of their Base Salary paid on a fortnightly basis while they are required to manage both services.
- ii. The Service Management Allowance is not portable between Catholic Schools.

e. **Broken Shift Allowance**

An Employee in the Classification of ELC and OSHC who is required to work a Broken Shift in accordance Clause 27 - Broken Shift Rosters is entitled to a Broken Shift Allowance in accordance with Clause 59 - Broken Shifts.

8. INSTRUCTIONAL SERVICES

8.1 CLASSIFICATIONS

On commencing employment, an Employee in the Instructional Services Classification shall be placed in one of the Levels in the table below based on their position, role requirements, relevant qualifications, and experience:

Level	Typical requirements at the Level	Positions typical at this Level
Level 1	An Employee at Level 1 usually works under routine supervision of straightforward tasks and close supervision of more complex tasks. When Employees work alone, they may receive less direct guidance and have some autonomy. Typical duties may include: • assisting sporting teams/squads under the supervision of a teacher or an Instructional Services Employee (Level 3 or above); and • assisting with equipment and the preparations for and conducting training sessions and/or sporting events. Year 12 without work experience; Certificate I or II with work-related experience.	• Sports Assistant
Level 2	An Employee at Level 2 would work under routine supervision, moving to more general direction with experience. When Employees are working alone, they may work semi-autonomously. Typical duties may include: • assisting individuals and/or sporting teams/squads under the supervision of a teacher or an Instructional Services Employee (Level 3 or above); and • assisting with equipment and the preparations for and conducting training sessions and/or sporting events. Certificate III, Year 12, or Certificate II, with relevant work experience.	• Assistant Sports Coach

Level	Typical requirements at the Level	Positions typical at this Level
Level 3	An Employee at Level 3 can establish general objectives related to a specific project with general supervision. Some positions will require routine supervision in general directions, depending upon experience and the complexity of the tasks. The Employee may be required to coordinate with others to achieve objectives, including liaising with higher-level Employees. Typical duties include: • instructing individual students as part of an extra-curricular instrumental music program; and • coaching, including developing sports training sessions and programs for individuals and/or teams/squads in various sporting disciplines. Diploma level qualification with relevant work-related experience; Certificate IV with relevant work experience.	• Sports Coach • Music Assistant

Level	Typical requirements at the Level	Positions typical at this Level
Level 4	An Employee at Level 4 may work under routine supervision depending on the tasks involved and experience and may supervise other Employees at Levels below. Typical duties may include: • Preparing instrumental music students for external examination in their discipline as part of an extra-curricular program • Coaching individuals and/or sporting teams/squads, including developing and implementing individual and/or team-specific training sessions and/or programs • Supervising Instructional Services Employees (Levels 1, 2, and/or 3). A degree with relevant experience, an Advanced Diploma qualification, and at least one year's subsequent relevant work experience; a Diploma level qualification and at least two years' subsequent relevant work experience.	• Senior Sports Coach • Music Tutor
Level 5	Employees at Level 5 may work under broad general direction and may have extensive supervisory and line management responsibility for general Employees. Typical duties may include: • Conducting and coordinating one or more of a school choir, band, or musical ensemble • Managing and delivering a full coaching/training program or a significant distinct part of a coaching/training program for one or more sporting disciplines • Supervising employees, including Instructional Services Employees (Levels 1, 2, 3, and/or 4) or coaching (individuals, squads, and/or teams) and managing sporting facilities.	• Choir Master • Ensemble or Band Leader • Head Coach

Level	Typical requirements at the Level	Positions typical at this Level
	A degree-level qualification with relevant experience, extensive experience, specialist expertise, or broad knowledge in technical or administrative fields.	

8.2 ORDINARY HOURS

- The ordinary hours of work for a full-time Instructional Services Employee are thirty-eight (38) hours per week. They may be averaged over two (2) weeks or four (4) weeks.
- Ordinary hours can be worked on no more than five (5) in any seven (7) days, and may be worked on any day Monday through Saturday, between 6.00 am and 6.00 pm.
- An Employee in the Instructional Services Classification may be required to work under a Reduced Working Year Arrangement as set out in Clause 11.
- In performing duties, an Instructional Services Employee may be required, with reasonable notice, to attend and participate in concerts, recitals, and sports events outside of their regular school hours.

8.3 BASE SALARY/MHR

Upon appointment, an Instructional Services Employee will typically start at the first Step for their Level in accordance with the table below. However, an Employee with relevant qualifications and/or experience may be placed at a higher Step for their Level at the Employer's discretion.

Level	Step (Year)	Annual Base Salary*	MHR*	Annual Base Salary 13 June 2026 (Inclusive of a 3.5% increase)	MHR 13 June 2026
Level 1	1.1	\$54,647	\$27.57	\$56,559	\$28.54
	1.2	\$56,647	\$28.58	\$58,629	\$29.58
Level 2	2.1	\$65,552	\$33.07	\$67,847	\$34.23
	2.2	\$66,735	\$33.67	\$69,070	\$34.85
Level 3	3.1	\$69,194	\$34.91	\$71,616	\$36.13
	3.2	\$72,667	\$36.66	\$75,210	\$37.95
Level 4	4.1	\$80,161	\$40.44	\$82,967	\$41.86
	4.2	\$84,001	\$42.38	\$86,941	\$43.86
Level 5	5.1	\$87,016	\$43.90	\$90,061	\$45.44
	5.2	\$92,942	\$46.89	\$96,195	\$48.53

*On commencement of the Agreement

8.4 AVERAGED BASE SALARY FOR WORKING LESS THAN A FULL YEAR (REDUCED WORKING YEAR ARRANGEMENT)

- a. An Employee in this Classification engaged in accordance with Clause 11 – Reduced Working Year Arrangement may have their Base Salary averaged over the full calendar year.
- b. Where an Employee working under a Reduced Working Year Arrangement is offered and undertakes approved additional hours (**additional hours**):
 - i. during Term-weeks, the Employee will be paid at the relevant overtime or penalty rates on their MHR that would apply under the Agreement for the additional hours worked; and consider part-time Employees and casual loading for additional hours.
 - ii. outside of Term-weeks, the Employee will be paid at the MHR for their ordinary hours of work for the additional hours.
- c. An Employee will be paid for the additional hours worked as part of their regular pay cycle.

8.5 CALCULATING AN AVERAGED BASE SALARY FOR WORKING LESS THAN A FULL YEAR

Where an Employee works a Reduced Working Year Arrangement in accordance with Clause 11, the Employee's salary will be averaged over the full year using the following formula:

Step 1 – Calculate the adjusted Full Time Equivalent (FTE) used to adjust the Base Salary for an Employee in the same Classification who works all weeks of the calendar year (**Percentage Adjustment**).

$$A = (B/C) \times (D/E)$$

Where:

A = Adjusted FTE

B = Ordinary Hours Employee is rostered to work (per week)

C = FTE ordinary working hours (per week)

D = Actual weeks worked + 5.2 weeks (inclusive of annual leave and public holidays)

E = Calendar weeks in a year (52.16)

Step 2 – Multiply the Base Salary for an Employee who works all weeks of the year by the adjusted FTE to calculate the **Adjusted Base Salary**.

Example:

John is a part-time Music Tutor working thirty (30) ordinary hours each week and works forty (40) weeks per year. He is classified at Level 4 Step 2. The equivalent Base Salary for a full-time Employee at this Level is \$84,001.

STEP 1 – Calculate (A) adjusted FTE to be applied to the Base Salary

$$A = \frac{30}{38} \times \frac{45.2}{52.16}$$

$$A = 0.6841$$

Where:

A = Adjusted FTE

B = Ordinary Hours Worked = 30 hours

C = FTE ordinary working hours = 38 hours

D = Actual weeks worked + 5.2 weeks

E = Calendar weeks in a year (52.16)

STEP 2 – Multiply A x Base Salary to determine the adjusted salary payable all weeks of the year

$$= A \times \text{Base Salary}$$

$$= 0.6841 \times \$84,001$$

$$= \$57,465.08$$

Therefore, John will be entitled to be paid \$1101.71 per week for all weeks of the year. (Noting that Employees are paid fortnightly)

Note: If an Employee commences employment during the year (except for on January 1), D and E in the above formula are applied on a pro-rata basis. The formula is then adjusted at the commencement of the following year (1 January) based on a full calendar year.

SCHEDULE 3 – REMOTE AREA PACKAGE

1. LOCATION ALLOWANCE

- 1.1 In addition to the Base Salary prescribed in this Agreement, an Employee shall be paid the following allowances when employed in the locations described in Table One below:

Table One

Town	Half Rate Allowance \$/fortnight	Full Rate allowance \$/fortnight
Balgo Hills	\$207.42	\$414.83
Beagle Bay	\$188.20	\$376.41
Billiluna	\$207.42	\$414.83
Boulder	\$21.88	\$43.75
Broome	\$135.91	\$271.82
Carnarvon	\$59.87	\$119.75
Derby	\$141.97	\$283.93
Esperance	\$37.95	\$75.90
Kalgoorlie	\$21.88	\$43.75
Karratha	\$148.63	\$297.25
Kununurra	\$177.87	\$355.75
Lake Gregory / Mulan	\$207.42	\$414.83
Lombadina	\$188.20	\$376.41
Mullewa	\$34.29	\$68.57
Port Hedland	\$138.30	\$276.60
Red Hill / Halls Creek	\$170.03	\$340.05
Ringer Soak / Yaruman	\$207.42	\$414.83
Southern Cross	\$34.29	\$68.57
Turkey Creek / Warmun	\$188.20	\$376.41
Wyndham	\$176.92	\$353.86

- 1.2 An Employee who:
- supports an Immediate Family Member shall be paid the full rate in the table at sub-clause 1.1 above; and
 - does not support an Immediate Family Member, shall be paid the half rate, as set out at the table in sub-clause 1.1 above.

- 1.3 For this Clause, “**Immediate Family Member**” means a family member:
- who is not in receipt of an income exceeding the separate net income as set by the Australian Taxation Office for the purposes of a tax offset; and
 - resides within the same Household as the Employee.
- 1.4 Where the Employee is part of an Employee couple, the total of the allowance payable to them will not exceed the full allowance rate for the locality in which they are employed.
- 1.5 Where an Employee is on annual leave or receives payment instead of annual leave, they shall be paid for that period of such leave the location allowance to which they would ordinarily be entitled.
- 1.6 Where an Employee is on long service leave or other approved leave with pay (other than annual leave), they shall only be paid the location allowance for the period of leave during which they remain in the location in which they are employed.
- 1.7 Each location allowance shall increase from 1 July each year in line with the Western Australian Industrial Relations Commission Location Allowance General Order.

2. FINANCIAL INCENTIVE

- 2.1 Employees may be eligible for the following annual financial incentives:

Table Two

Group 1	Group 2	Group 3	Group 4
\$2,500	\$3,000	\$5,500	\$10,000

- 2.2 Table Two groups are categorised as follows:
- Group 1 – Boulder, Broome, Esperance, Kalgoorlie, Mullewa and Southern Cross.
 - Group 2 – Derby, Karratha, Carnarvon, Kununurra and Port Hedland.
 - Group 3 – Beagle Bay, Lombadina, Turkey Creek/Warmun and Wyndham.
 - Group 4 – Balgo Hills, Red Hill/Halls Creek, Billiluna, Lake Gregory/Mulan, and Ringer Soak/Yaruman.
- 2.3 **Eligibility:**
- Any Employee, except a casual, is eligible to receive the Financial Incentive payment, pro-rata based on their FTE service.
 - The Financial Incentive is paid to an Employee after they have completed each year of Continuous Service.
 - An Employee must complete a minimum of one (1) term of Continuous Service to be eligible for a pro-rata Financial Incentive payment.
 - The Financial Incentive payment is based on each full school term worked. For example, if a full-time Employee completes two (2) terms of Continuous Service they are eligible to a 50% Financial Incentive payment based on their pro-rata FTE.
 - If an Employee has any period of Leave without Pay, including unpaid sick leave, of five (5) days or more during a school term they will not be entitled to the Incentive Payment for that term.

- f. The Financial Incentive payment is for service at the same school or between schools within the same group in sub-clause 2.2.
- g. Where an Employee moves between schools:
 - i. in the same group in sub-clause 2.2, they will still be entitled to the Financial Incentive payment
 - ii. in different groups in sub-clause 2.2, they shall receive the pro-rata financial incentive applicable to each group for the time worked at each school,
subject to the eligibility requirements in this sub-clause 10.3 and provided that overall, they have completed one term's Continuous Service.
- h. All period of paid leave count towards Continuous Service for the purposes of the Financial Incentive.

THE FAIR WORK COMMISSION

FWC Matter No.:

AG2026/1259

Application for the approval of the *WA Catholic School Support Staff Enterprise Agreement 2024*

Applicants:

- a. Catholic Education Western Australia Limited (ABN 47 634 504 135)
- b. Mazenod College Limited (ABN 53 128 213 267)
- c. Servite College Council Inc (ABN 69 356 899 381)
- d. Mercy Education Limited (ACN 154 531 870)
- e. John XXIII College Inc (ABN 63 415 939 827)
- f. Norbertine Canons Inc (ABN 29 781 711 208)
- g. Edmund Rice Education Australia Colleges Ltd (ABN 71 659 944 831)
- h. Edmund Rice Education Australia Flexible Schools Ltd (ABN 52 659 978 846)
- i. Marist Schools Australia Limited (ABN 76 654 014 794)

(together the Applicants).

Undertakings – Section 190

WA Catholic School Support Staff Enterprise Agreement 2024

We, the individuals set out below, have been authorised by the Applicants to give the following undertakings with respect to the *WA Catholic School Support Staff Enterprise Agreement 2024 (Agreement)*.

- A. With respect to the Agreement, Clause 14. NOTIFICATION OF ABSENCES will be taken to include the following:

Notwithstanding the terms of clause 14 of this Agreement, “wherever possible” for the purpose of this clause means that an employee’s notice of absence must be given to the Employer as soon as practicable (which may be a time after the leave has started) in accordance with section 107(2) of the *Fair Work Act 2009* (Cth).

- B. With respect to the Agreement, clause 80.1. NOTIFICATION AND EVIDENCE REQUIREMENTS will be taken to include the following:

Notwithstanding the terms of clause 80.1 in this Agreement, “as soon as practicable” for the purpose of this clause means as soon as practicable (which may be a time after the leave has started) in accordance with section 107(2) of the *Fair Work Act 2009* (Cth).

- C. With respect to the Agreement clause, clause 40.2 PAYMENT OF SALARY, that clause will be taken to include the following:

For the purposes of this clause and the Agreement, no deduction will be used to withhold any entitlement provided for in the National Employment Standards (NES). Furthermore, any deduction contemplated by clause 40.2 may not be made by an Employer unless the deduction is authorised by the employee in writing in accordance with the Agreement and in compliance with section 324(1)(b) of the *Fair Work Act 2009* (Cth)

- D. With respect to the Agreement, Schedule 2 for the Classification of Nursing Services Employees at clause 6.3 BASE SALARY/MHR, the following rates will apply effective 13 June 2026 in place of rates for the following Level and Steps:

Level	Step	Annual Base Salary	MHR*	Annual Base Salary 13 June 2026	MHR 13 June 2026
Level 1	1.1	\$71,098	\$35.87	\$75,454.19	\$38.07
	1.2	\$73,937	\$37.30	\$80,212.19	\$40.47
	1.3	\$76,804	\$38.75	\$80,602.36	\$40.67
Level 3	3.1	\$92,040	\$46.44	\$95,722.59	\$48.29

- E. With respect to the Agreement, Schedule 2 for the Classification of Instructional Services Employees at clause 8.3 BASE SALARY/MHR, the following rates will apply effective 13 June 2026 in place of rates for the following Level and Steps:

Level	Step	Annual Base Salary	MHR*	Annual Base Salary 13 June 2026	MHR 13 June 2026
Level 1	1.1	\$54,647	\$27.57	\$58,327.39	\$29.43
	1.2	\$56,647	\$28.58	\$59,690.44	\$30.12

- F. With respect to the Agreement, Schedule 2, for the Classification of Boarding House Services, clause 2.2 ORDINARY HOURS, will be taken to include the following:

Notwithstanding the terms of Schedule 2, clause 2 of this Agreement, a Boarding House Services employee who is not working averaged hours in accordance with Schedule 2, clause 2.2 a., and is rostered to work ordinary hours on a Saturday or Sunday will be paid as follows:

- 125% of the applicable Base Salary/MHR for ordinary hours worked on a Saturday; and
- 175% of the applicable Base Salary/MHR for ordinary hours worked on a Sunday.

- G. With respect to the Agreement, clause 60. TIME OFF INSTEAD OF PAYMENT OF OVERTIME will be taken to include the following:

Notwithstanding the terms of clause 60 of this Agreement, if, on termination of the employee's employment, any time off for overtime worked by the employee to which clause

60 applies has not been taken by the employee, the Employer must pay the employee for the outstanding overtime not taken at the overtime rate applicable at the time the overtime was worked.

These undertakings are provided in response to issues raised by the Fair Work Commission in application AG2026/1259.

SIGNED for and on behalf of **Catholic Education Western Australia Limited** by an authorised officer:



Signature of authorised officer

Annette Morey
Executive Director
Catholic Education Western Australia Limited
50 Ruislip Street
WEST LEEDERVILLE WA 6007

Name/title/address of authorised officer

SIGNED for and on behalf of **Mazenod College Limited** by an authorised officer:

Signature: Mary Retel
Mary Retel (Aug 21, 2026 12:47:22 GMT+8)

Email: maryretel@gmail.com

Signature of authorised officer

Mary Retel
Board Chair
Mazenod College Limited
55 Gladys Road
LESMURDIE WA 6076

Name/title/address of authorised officer

SIGNED for and on behalf of **Servite College Council Inc** by an authorised officer:

Signature: *Steve Martin*

Email: steve.martin@cewa.edu.au

Signature of authorised officer

Steve Martin
Chairperson
Servite College Council Inc
134 Cape Street
TUART HILL WA 6060

Name/title/address of authorised officer

SIGNED for and on behalf of **Mercy Education Limited** by an authorised officer:

Signature: *Sheree Limbrick*

Email: sheree.limbrick@mercy.edu.au

Signature of authorised officer

Sheree Limbrick
Chief Executive Officer (Interim)
Mercy Education Limited
Suite 2.02, Level 2, 289 Wellington Parade South
EAST MELBOURNE VIC 3002

Name/title/address of authorised officer

SIGNED for and on behalf of **John XXIII College Inc** by an authorised officer:

Signature: *Daniel Mahon*
Daniel Mahon (Aug 21, 2026 09:58:09 GMT+8)

Email: daniel.mahon@johnxxiii.edu.au

Signature of authorised officer

Daniel Mahon
Principal
John XXIII College Inc
25 John XXIII Avenue
MOUNT CLAREMONT WA 6010

Name/title/address of authorised officer

SIGNED for and on behalf of **Norbertine Canons Inc** by an authorised officer:

Signature: Peter Stiglich
Peter Stiglich (Aug 21, 2026 10:17:56 GMT+8)

Email: peter.stiglich@norbert.wa.edu.au

Signature of authorised officer

Fr Peter Joseph Stiglich O. Praem
Prior – Administrator
Norbertine Canons Inc
135 Treasure Road
QUEENS PARK WA 6107

Name/title/address of authorised officer

SIGNED for and on behalf of **Edmund Rice Education Australia Colleges Ltd** by an authorised officer:

Signature: Chris Woolley
Chris Woolley (Aug 21, 2026 11:09:02 GMT+10)

Email: chris.woolley@erea.edu.au

Signature of authorised officer

Chris Woolley
Chief Executive Officer
Edmund Rice Education Australia Colleges Ltd
MacKillop Centre
Level 1, 2199 Sandgate Rd
BOONDALL QLD 4034

Name/title/address of authorised officer

SIGNED for and on behalf of **Edmund Rice Education Australia Flexible Schools Ltd** by an authorised officer:

Signature: Kathleen Jones
Kathleen Jones (Aug 21, 2026 13:37:39 GMT+10)

Email: kathleen.jones@flexi.edu.au

Signature of authorised officer

Kathleen Jones
Acting Chief Executive Officer
Edmund Rice Education Australia Flexible Schools Ltd
18/56 Lavarack Avenue
EAGLE FARM QLD 4009

Name/title/address of authorised officer

SIGNED for and on behalf of Marist Schools Australia Limited by an authorised officer:

Signature: J Kyle-Robinson
J Kyle-Robinson (Aug 24, 2026 12:05:59 GMT+10)
Email: john.robinson@marists.org.au

Signature of authorised officer

Dr John Kyle-Robinson
National Director
Marist Schools Australia Limited
Suite 5.01, 247 Coward Street
MASCOT NSW 2020

Name/title/address of authorised officer