



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

**Trustees of the Roman Catholic Church for the Archdiocese of Canberra
and Goulburn**
(AG2024/882)

**NSW AND ACT CATHOLIC SYSTEMIC SCHOOLS PRINCIPALS
ENTERPRISE AGREEMENT 2024**

Educational services

COMMISSIONER YILMAZ

MELBOURNE, 2 MAY 2024

Application for approval of the NSW & ACT Catholic Systemic Schools Principals Enterprise Agreement 2024

[1] An application has been made for approval of an enterprise agreement known as the *NSW & ACT Catholic Systemic Schools Principals Enterprise Agreement 2024* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Trustees of the Roman Catholic Church for the Archdiocese of Canberra and Goulburn. The Agreement is a single enterprise agreement.

[2] The Agreement covers the following employers:

- Trustees of the Roman Catholic Church for the Diocese of Armidale trading as Armidale Catholic Schools;
- Trustees of the Roman Catholic Church for the Diocese of Bathurst trading as Catholic Education Diocese Bathurst;
- Trustees of the Roman Catholic Church for the Archdiocese of Canberra and Goulburn;
- Diocese of Lismore Catholic Schools Limited;
- Trustees of the Roman Catholic Church for the Diocese of Maitland-Newcastle, trading as the Diocese of Maitland-Newcastle Catholic Schools Office;
- Catholic Schools Parramatta Diocese Limited trading as Catholic Schools Parramatta Diocese;
- Trustees of the Roman Catholic Church for the Diocese of Wagga Wagga trading As Catholic Education Diocese Of Wagga Wagga;
- The Trustees of the Roman Catholic Church for the Diocese of Wilcannia-Forbes trading as Catholic Education Wilcannia-Forbes; and,
- Trustees of the Roman Catholic Church as Trustees for the Wollongong Diocese Catholic Schools System, trading as Catholic Education Diocese of Wollongong.

[3] I am satisfied that each of the requirements of ss.186, 187 and 188 are relevant to this application for approval and have been met. The Agreement does not cover all of the employees of the employer, however, taking into account the factors in ss.186(3) and (3A) I am satisfied that the group of employees was fairly chosen.

[4] In the circumstances of this Agreement the better off overall test pursuant to ss.193 and 193A does not apply, as the employees to be covered by this Agreement are not employees covered by an award nor are they prospective award covered employees.

[5] Nothing in the Act prevents the making of an enterprise agreement which covers employees that are not covered by an award.¹ In such circumstances, the better off overall test has no effect, but satisfaction with s.206 is required. I am satisfied that the Agreement meets the applicable national minimum wage order as required by s.206 of the Act which provides for a base rate of pay under enterprise agreements. Relevantly s.206(3) provides:

“206 Base rate of pay under an enterprise agreement must not be less than the modern award rate or the national minimum wage order rate etc.

If an employer is required to pay an employee the national minimum wage etc.

(3) If:

- (a) an enterprise agreement applies to an employee; and
- (b) the employee is not covered by a modern award that is in operation; and
- (c) a national minimum wage order would, but for the agreement applying to the employee, require the employee's employer to pay the employee a base rate of pay (the ***employee's order rate***) that at least equals the national minimum wage, or a special national minimum wage, set by the order;

the base rate of pay payable to the employee under the enterprise agreement (the **agreement rate**) must not be less than the employee's order rate.”

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

¹ *Sunnyhaven Limited* [2012] FWAFB 9086 [10]-[14].

[7] The Agreement is approved and in accordance with s.54, will operate from 9 May 2024. The nominal expiry date of the Agreement is 9 October 2024.



COMMISSIONER

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NSW & ACT Catholic Systemic Schools Principals Enterprise Agreement 2024

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Part 1 – APPLICATION AND OPERATION

1. TITLE OF THE AGREEMENT

The title of this Agreement is the NSW and ACT Catholic Systemic Schools Principals Enterprise Agreement 2024.

2. COVERAGE

2.1 Subject to **subclause 2.2**, this Agreement covers and applies to:

(a) the Employers, that is:

- (i) Trustees of the Roman Catholic Church for the Diocese of Armidale trading as Armidale Catholic Schools;
- (ii) Trustees of the Roman Catholic Church for the Diocese of Bathurst;
- (iii) Trustees of the Roman Catholic Church for the Archdiocese of Canberra and Goulburn;
- (iv) Diocese of Lismore Catholic Schools Limited;
- (v) Trustees of the Roman Catholic Church for the Diocese of Maitland-Newcastle, trading as the Diocese of Maitland-Newcastle Catholic Schools Office;
- (vi) Catholic Schools Parramatta Diocese Limited;
- (vii) Trustees of the Roman Catholic Church for the Diocese of Wagga Wagga;
- (viii) The Trustees of the Roman Catholic Church for the Diocese of Wilcannia-Forbes; and
- (ix) Trustees of the Roman Catholic Church as Trustees for the Wollongong Diocese Catholic Schools System, trading as Catholic Education Diocese of Wollongong.

(b) Principals employed by an Employer who work in any Registered School operated by an Employer or Trades Skills Centre operated by an Employer; and

(c) the Union.

2.2 **This Agreement does not cover or apply to:**

- (a) a Priest or member of a recognised religious order, not including a person who is a Principal and otherwise covered by this Agreement;
- (b) a person who is employed to work in Early Learning Centres, Pre-Schools, or Before and After School Care and Vacation Care centres;
- (c) a person who is employed as a consultant, education officer or leader of learning (however named) who is based in and reports through a CEO/CSO notwithstanding the fact that they work in schools as part of their normal duties; and
- (d) a person whose usual location of work is not a registered school or trades skills centre;
- (e) a person who is a volunteer or contractor; and
- (f) a person who works in a non-educational and commercially focussed enterprise that is conducted on the Employer's premises, regardless of whether it is linked to a trade skills centre or operated by a third party (the 'enterprise'). If a person has two roles within both a school and the enterprise this exclusion will only apply to that part of their role which is exclusively within the enterprise.

3. TERM AND OPERATION

3.1 TERM

- (a) This Agreement will come into effect seven days after the date of approval by the Fair Work Commission ('the Commencement Date') and remains in force until 9 October 2024.
- (b) As soon as practicable after the commencement date, the Employer will pay each Employee the difference (if any) between the rates of pay provided in this Agreement, and the amount actually received by the Employee for the relevant period.

Note: This Agreement provides rates of pay for Employees from the first full pay period on or after 1 January 2022.

3.2 RELATIONSHIP BETWEEN THE NATIONAL EMPLOYMENT STANDARDS AND THIS AGREEMENT

The National Employment Standards continue to apply to Principals covered by this Agreement, except where this Agreement provides a more favourable outcome for the Principal in a particular respect.

3.3 EMPLOYER POLICIES

Workplace documents, policies and procedures referred to in this Agreement are not incorporated and do not form part of this Agreement.

3.4 SAVINGS

No Principal employed prior to the commencement date will, as a result of this Agreement receives a rate of pay that is less than what they would have otherwise received immediately prior to the commencement date of this Agreement.

4. DEFINITIONS

In this Agreement:

‘Act’ means the *Fair Work Act 2009* (Cth), as amended or replaced from time to time.

‘this Agreement’ means the *NSW and ACT Catholic Systemic Schools Principals Enterprise Agreement 2024*.

‘AITSL’ means the Australian Institute for Teaching and School Leadership.

‘Accomplished Principal’ means a Principal at this level who has completed three years of service as a Principal and demonstrates proficiency in all the requirements specified for a Foundation Principal.

‘casual Principal’ has the meaning of a casual employee in accordance with the Act.

‘Catholic Education Office’ (CEO) or ‘Catholic Schools Office’ (CSO) means the central office(s) (and regional office(s)) (however named) of the Employer where the provision of schooling is directed, managed and/or controlled.

‘Commencement Date’ means seven days after this Agreement is approved by the Fair Work Commission.

‘Diocese(s)’ means the Archdiocese of Canberra and Goulburn, Diocese of Armidale, Diocese of Bathurst, Diocese of Lismore, Diocese of Maitland – Newcastle, Diocese of Parramatta, Diocese of Wagga Wagga, Diocese of Wilcannia-Forbes, Diocese of Wollongong.

‘Employer’ means an employer covered by this Agreement as listed in **paragraph 2.1(a)**.

‘Enrolment Band’ means the number of students in a school at the August or February census date that determines the Enrolment Band for the purposes of salary payable.

‘Foundation Principal’ means a Principal at this level who is in their first three years of employment in the position of Principal. They are working towards demonstrated proficiency to become an Accomplished Principal. They improve learning, teaching and faith formation outcomes in accordance with the expectations and requirements specified in contracts of employment and the Employer’s policies and/or guidelines.

‘FWC’ means the Fair Work Commission.

‘immediate family’ is as defined in the Act.

‘MySuper product’ has the meaning given by the *Superannuation Industry (Supervision) Act 1993* (Cth).

‘NES’ means the National Employment Standards as contained in Part 2-2 of the Act.

‘previous agreement’ means the *NSW and ACT Catholic Systemic Schools Principals Enterprise Agreement 2020*.

‘Principal’ means a person appointed as such by the Employer and who is responsible for educational leadership within a school.

‘pupil vacation period’ means periods designated as school holidays for students, but excludes scheduled ‘student free days’ falling on a term day where staff attend work to participate in scheduled professional development activities.

‘registered school’ means a school registered under the provisions of the *Education Act 1990 (NSW)* or *Education Act 2004 (ACT)*, or under the appropriate legislation in other states or territories of the Commonwealth of Australia. For the purposes of this definition, it will also include an Australian registered special school or school for students with disabilities.

‘school’ means a ‘registered school’ and a ‘trades skills centre’.

‘school service date’ means the usual commencement date of employment at a school for teachers who are to commence teaching on the first day of the first term.

‘school year’ means the period of 12 months commencing from the school service date and includes term weeks and non-term weeks.

‘statement of service’ means a statement from an Employer on official letterhead that contains the start date of employment, termination date, classification, whether service was full-time, part-time or casual, whether any leave without pay was taken and the paid promotion positions held by the Principal, including the position of Principal.

‘superannuation guarantee legislation’ includes the *Superannuation Guarantee Charge Act 1992 (Cth)* and the *Superannuation Guarantee Administration Act 1992 (Cth)* as amended or replaced.

‘term day’ means a weekday falling within the designated term time of a given school year, as set out in the school calendar published by an Employer.

‘term week’ means a week falling within the designated term time of a given school year as set out in the school calendar published by an Employer.

‘trades skills centre’ formerly known as a trades training centre, means a centre funded by the federal Trades Skills Centres program that provides secondary students from years 9-12 with access to vocational education and training in schools.

‘Union’ means the Independent Education Union of Australia.

5. INDIVIDUAL FLEXIBILITY ARRANGEMENT

5.1 An Employer and Principal covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:

- (a) the arrangement deals with one or more of the following matters:
 - (i) arrangements about when work is performed;
 - (ii) overtime rates;
 - (iii) allowances;
 - (iv) leave loading; and
- (b) the arrangement meets the genuine needs of the Employer and Principal in relation to one or more of the matters mentioned in **paragraph 5.1(a)**; and
- (c) the arrangement is genuinely agreed to by the Employer and Principal.

5.2 The Employer must ensure that the terms of the individual flexibility arrangement:

- (a) are about permitted matters under section 172 of the Act; and
- (b) are not unlawful terms under section 194 of the Act; and
- (c) result in the Principal being better off overall than the Principal would be if no arrangement was made.

5.3 The Employer must ensure that the individual flexibility arrangement:

- (a) is in writing; and
- (b) includes the name of the Employer and Principal; and
- (c) is signed by the Employer and Principal and if the Principal is under 18 years of age, signed by a parent or guardian of the Principal; and
- (d) includes details of:
 - (i) the terms of this Agreement that will be varied by the arrangement; and
 - (ii) how the arrangement will vary the effect of the terms; and
 - (iii) how the Principal will be better off overall in relation to the terms and conditions of their employment as a result of the arrangement; and
 - (iv) states the day on which the arrangement commences.

5.4 The Employer must give the Principal a copy of the individual flexibility arrangement within 14 days after it is agreed to.

5.5 The Employer or Principal may terminate the individual flexibility arrangement:

- (a) by giving no more than 28 days written notice to the other party to the arrangement; or
- (b) if the Employer and Principal agree in writing - at any time.

6. NO EXTRA CLAIMS

Except as provided by the Act, prior to 9 October 2024, there will be no further claim by the parties to this Agreement for changes to salaries, rates of pay, allowances, or conditions of employment in relation to matters expressly contained in this Agreement.

7. ACCESS TO THE AGREEMENT

The Employer will ensure that a copy of this Agreement and the NES are readily accessible to all Principals.

Part 2 – ROLE, SELECTION AND APPOINTMENT

8. EMPLOYMENT OF A PRINCIPAL

8.1 A Principal will be employed as a full-time or part-time Principal (including as a temporary full-time or part-time Principal) or as a casual Principal.

8.2 PART-TIME PRINCIPALS

- (a) The terms of this Agreement shall apply pro rata to a part-time Principal based on a Principal's full-time equivalent (FTE) load.
- (b) For the purpose of this subclause, FTE is defined as the proportion that the number of days, or part thereof, worked by a part-time Principal bears to a full-time Principal.

9. MISSION OF CATHOLIC SCHOOLS

9.1 NSW and ACT Catholic Systemic Schools strive to be:

- (a) truly Catholic in their identity and life;
- (b) centres of the new evangelisation;
- (c) places where the dignity and potential of every student is recognised and developed;
- (d) places where students are formed in the faith and can achieve high levels of 'Catholic religious literacy' and practice;
- (e) places where the learning outcomes of every student are improved.

9.2 ROLE OF PRINCIPALS

Principals are required to support the mission, teachings and ethos of the Catholic Church's work in schools. It is expected that they:

- (a) acknowledge and accept that their work in schools is part of the mission of the Catholic Church;
- (b) agree in the performance of their role to uphold the mission, teachings and ethos of the Catholic Church in Catholic Education; and
- (c) will avoid any influence on staff and students that is not consistent with such mission, teachings or ethos.

It is acknowledged that the Employer may continue to specify other expectations and requirements in respect of the above in contracts of employment, policies or guidelines.

10. SELECTION AND APPOINTMENT PROCEDURES

10.1 Except where the position is filled temporarily by the Assistant Principal, full-time and part-time positions of more than one term in duration will normally be appropriately advertised and appointments made following a selection process. Appointments will be made on the basis of merit and suitability for the position in accordance with the documented Employer selection process and appointment procedures of the Employer.

10.2 CONTRACT

The Employer will provide a Principal (other than a casual Principal), on appointment, with a contract which must include:

- (a) the type of employment, that is full-time or part-time, and whether the appointment is on an ongoing or temporary basis. If the appointment is on a temporary basis, the letter will inform the Principal of the term of the appointment;
- (b) the location(s) of work;
- (c) the rate of pay of the Principal applicable on commencement; and
- (d) information in relation to superannuation benefits.

11. RIGHT TO REQUEST FLEXIBLE WORKING ARRANGEMENTS

- 11.1** The provisions dealing with requests for flexible working arrangements will apply in accordance with Chapter 2, Part 2-2, Division 4 – Request for Flexible Working Arrangements (Sections 65-66) of the Act, as amended from time to time. These provisions are incorporated and form part of this Agreement.
- 11.2** Any disputes about an Employee's right to request flexible work arrangements may be dealt with in accordance with **Clause 30 Dispute Resolution Procedures**.

12. PROFESSIONAL LEARNING AND DEVELOPMENT

- 12.1** Principals are encouraged and will be supported by the Employer in their professional learning, including by way of self-reflection in their day-to-day work, collaboration with colleagues, discussion with leaders and pursuing research or studies in their own time.
- 12.2** The Employer shares a responsibility for professional learning and will provide a range of professional learning opportunities for Principals.

Part 3 – CLASSIFICATION STRUCTURE AND RELATED PROVISIONS

13. PRINCIPALS' SALARY AND CLASSIFICATION STRUCTURE

13.1 MINIMUM ANNUAL SALARY

- (a) The minimum annual and equivalent fortnightly salaries payable to Principals will be as set out in **Table 1 – Principals' Salaries of Schedule A – Monetary Rates**.

The fortnightly rates in the table have been calculated by multiplying the annual salary by 14 and dividing by 365, with the answer rounded to two decimal places.

- (b) A Principal's salary will be determined in accordance with the following:
 - (i) the Enrolment Band in accordance with **subclauses 13.2 and 13.3**; and
 - (ii) service as a Principal in a registered school.

13.2 PRINCIPAL LEVEL AND PROGRESSION

- (a) A Principal will commence at the Foundation Principal level of the relevant Enrolment Band.
- (b) A Principal will progress to the Accomplished Principal level of the relevant Enrolment Band once the Principal has completed three years' service and subject to a satisfactory performance review in accordance with the Employer's policies and procedures.
- (c) The Employer will seek to commence the performance review no later than one term prior to the conclusion of the third year so that the review is completed by the end of the third year. If the review is not completed by the end of the third year, and if the review is subsequently completed satisfactorily, then the increase in the rate of pay will be backdated to the commencement of the fourth year of appointment. A satisfactory review is one where the Principal remains employed as such.
- (d) Where a Principal has been appointed to a school in a lower Enrolment Band than the school at which the Principal was previously appointed, the Principal will maintain the salary applicable to the higher Enrolment Band and level for a period of three years unless otherwise agreed from the date they commence the new school appointment.

- (e) The level at which a Principal is classified will be recognised by each Employer covered by this Agreement.

13.3 ENROLMENT BAND VARIATION

- (a) This paragraph applies in circumstances where the enrolment at a school varies, such that the Principal falls under a different Enrolment Band for the purpose of salary payable pursuant to **subclause 13.1** and the relevant Enrolment Band in accordance with **Table 1 – Principals’ Salaries of Schedule A – Monetary Rates**.
 - (i) If the enrolment of a school increases at the August census date and such increase is maintained at the February census date of the following year such that a different Enrolment Band is applicable, then the salary of the Principal will increase from the beginning of that following school year.
 - (ii) If the enrolment of a school increases at the February census date and such increase is maintained in the August census date such that a different Enrolment Band is applicable, then the salary of the Principal will be retrospectively increased from the beginning of that school year.
 - (iii) If the enrolment of a school decreases at a census date such that a lower Enrolment Band is applicable and such decrease is maintained at the following census date, the salary of the Principal will be maintained at the higher Enrolment Band until the cessation of the following school year.

13.4 CREDIT FOR SERVICE

For the purpose of calculating credit for service for appointment and progression to Foundation Principal and Accomplished Principal levels in accordance with **subclause 13.2**, service as a Principal in registered schools (before or after the commencement date) will be recognised as follows:

- (a) any employment as a full-time Principal will be counted as service;
- (b) the amount of service of a part-time Principal will be calculated on a pro-rata basis;
- (c) service as a casual Principal will be credited on the basis that 203 days of casual service is equal to a year of full-time service;
- (d) from 1 January 2017 a year of full-time service will be deemed to mean 203 days of teaching service, including full-time, part-time and casual service as a Principal; and
- (e) prior to 1 January 2017 a year of full-time service will be deemed to mean 204 days of service as a Principal, including full-time, part-time and casual service as a Principal.

13.5 PARENTAL LEAVE

For full-time and part-time Principals, up to 12 months of a period of parental leave taken in accordance with **Clause 24 – Parental Leave and Related Entitlements** that

commenced on or after 1 January 2020 will be recognised as service for classification progression purposes, provided that:

- (a) the period of parental leave that is recognised for classification progression is inclusive of the maximum period of 14 weeks in **paragraph 24.1(b)**;
- (b) the Principal remains employed by the Employer during and immediately after the period of parental leave;
- (c) the service to be recognised by the Employer will be credited to the Principal on the Principal's return to work from parental leave;
- (d) service will be recognised at the FTE the Principal would have worked had the Principal not taken the parental leave. For example, a Principal working 0.5 FTE immediately prior to taking a period of unpaid parental leave, including on a flexible working arrangement, who takes 12 months' unpaid parental leave will have 101.5 days (203 days x 0.5 FTE) recognised as service for the purposes of classification progression;
- (e) periods of paid employment or paid leave during the initial 12-month parental leave period will not be recognised for classification progression to avoid double counting;
- (f) unpaid parental leave will not be credited as service for any other purpose.

13.6 SAVINGS CLAUSE

- (a) Notwithstanding the provisions of this clause, where a Principal employed immediately prior to the commencement date was receiving a rate of pay that is higher than the rate that would apply under this clause, the Principal will continue to receive the higher rate until such time as the rate in this Agreement matches or exceeds the rate they were receiving under the previous agreement, except where **subparagraph 13.3(a)(iii)** applies.

13.7 ADDITIONAL LOADING

- (a) Where an Employer has difficulties in recruiting a Principal to a school because of the remote location or the particular needs of the school (including boarding schools), an Employer may pay an additional annual loading not greater than 10% of the applicable minimum salary provided for in **Table 1 – Principals' Salaries of Schedule A – Monetary Rates**.
- (b) Access to the loading will be confined to schools specified by the Employer and will be the subject of discussions between the Employer and the prospective candidates during the recruitment process.
- (c) The loading is exclusive of other arrangements in regard to accommodation, transport and family assistance that may be associated with the position.

- (d) Where the additional loading was offered on engagement of a Principal at a particular school, the loading will be payable for the period of appointment of the Principal at that school.
- (e) The schools specified by an Employer where a Principal may receive the additional loading may change from time to time at the discretion of the Employer.

Part 4 – PAYMENT OF SALARY AND ALLOWANCES

14. PAYMENT OF SALARY

14.1 FORTNIGHTLY PAYMENTS

The salary payable to a Principal will be payable fortnightly and will be paid by electronic funds transfer into an account nominated by the Principal.

14.2 OVERPAYMENTS/ UNDERPAYMENTS

Where an Employer becomes aware that payments have been made over or under the entitlements provided for in this Agreement, the Employer will investigate to establish the overpayment or underpayment and notify the Principal in writing of the basis of the overpayment or underpayment. If the parties are unable to reach agreement on the amount due or to be recovered or agreed repayment arrangements, either party may have recourse as provided in **Clause 30 - Dispute Resolution Procedures**.

14.3 SALARY PACKAGING

- (a) An Employer may offer and a Principal may elect to receive the value of their annual remuneration as a combination of salary or wages (payable fortnightly) and benefits payable by the Employer. The total value of such salary, benefits, fringe benefits tax and employer administrative charge will equal the appropriate rate of pay prescribed for the Principal in this Agreement. Principals should seek their own independent financial advice before entering into such arrangements.
- (b) The Employer will determine the range of benefits available to the Principal and the Principal may determine the mix and level of benefits.
- (c) Any payment calculated by reference to the Principal's rate of pay and payable either:
 - (i) during employment; or
 - (ii) on termination of employment; or
 - (iii) on deathwill be at the rate prescribed by this Agreement.
- (d) Where the Employer offers and a Principal elects to receive their annual remuneration as a combination of salary (payable fortnightly) and additional superannuation, the additional superannuation is payable to the Principal's eligible superannuation fund.

15. PART-TIME AND CASUAL PRINCIPALS

A part-time or casual Principal, including a temporary part-time Principal, will be paid at the same rate as a full-time Principal with the corresponding classification in accordance with **paragraph 13.1(b)**, and in accordance with the FTE load of the Principal.

16. EXPENSE RELATED ALLOWANCES

16.1 TRAVEL EXPENSES

When a Principal in the course of their duty, is required to travel to any place away from their usual place of employment, they must be paid reasonable expenses actually incurred.

16.2 TRAVEL ALLOWANCE

- (a) A Principal required by the Employer to use their own motor vehicle in the performance of duties will be paid an allowance as set out in **Table 2 - Allowances of Schedule A - Monetary Rates**.
- (b) The allowance will be calculated on a daily basis.
- (c) Where a Principal is required to travel from their home to a location other than their usual place of employment, the Principal is entitled to be paid the allowance for all kilometres travelled to and from such other work location, subject to:
 - (i) in the case of a Principal who normally travels to work in their own motor vehicle, a deduction of the kilometres normally travelled to and from their usual place of employment on that day; or
 - (ii) otherwise, a deduction of the usual costs of the Principal's journey to and from the usual place of employment (e.g. public transport fares), but only to the extent that such usual costs have not also been incurred in respect of that day.

17. SUPERANNUATION

17.1 DEFINITIONS

For the purposes of this clause

- (a) “Basic Earnings” means:
 - (i) the minimum annual rate of salary prescribed from time to time for the Principal by **subclause 13.1 Minimum Annual Salary**;
 - (ii) the amount of any payment made to the Principal pursuant to **Clause 20 - Salary Adjustment Formula and Student Vacation Periods, Clause 21 – Annual Adjustment of Salary Formula** and **Clause 28 Termination of Employment**; and
 - (iii) any other payment that is ‘ordinary time earnings’ (OTE) as defined in subsection 6(1) of the *Superannuation Guarantee (Administration) Act 1992* (SGAA).
- (b) “Fund” means:
 - (i) NGS Super or successor;
 - (ii) The Employer’s default Fund;
 - (iii) any other superannuation fund approved in accordance with the Commonwealth’s operational standards for occupational superannuation funds which the Principal is eligible to join and which is approved by the Employer as a fund into which a Principal of that Employer may elect to have the Employer pay contributions made pursuant to this Agreement in respect of that Principal; and
 - (iv) an Employee’s existing superannuation fund (stapled fund),

provided that, if offered as a default Fund, the Fund offers a MySuper product.

17.2 BENEFITS

- (a) The Employer will, in respect of each Principal employed by the Employer, and subject to the provisions of **subclauses 17.4 and 17.5**, pay superannuation contributions into the Fund nominated by the Principal, a stapled fund or such other Fund set out in **paragraph 17.2(c)**, by applying the relevant ‘Charge Percentage’ as set out in section 19 of the SGAA, to the Principal’s Basic Earnings.
- (b) Any future increases to the ‘Charge Percentage’ prescribed by the SGAA will take effect at the date of commencement of any such increase.
- (c) Where a new Principal commences employment with the Employer, the Employer will advise the Principal in writing of the Principal’s superannuation entitlements under this Agreement and of the available Funds (including NGS Super) within two

weeks of the date of commencement of employment. The Principal will advise the Employer in writing of their choice of Fund. If the Principal does not nominate a Fund, and does not have a stapled super fund, the Employer may nominate a default Fund.

17.3 SUPERANNUATION CO-CONTRIBUTION (ACT PRINCIPALS)

In addition to the superannuation arrangements set out in **subclause 17.2**, Principals in the ACT who elect to make personal superannuation contributions of not less than 1%, may request the Employer contributes an additional 1%. In that case, the Employer will make such contribution.

17.4 TRANSFERS BETWEEN FUNDS

If a Principal is eligible to belong to more than one Fund, the Principal will be entitled to notify the Employer that the Principal wishes the Employer to pay contributions in respect of the Principal to a new Fund. The Employer will only be obliged to make such contributions to the new Fund where the Employer has been advised in writing:

- (a) of the Principal's application to join the other Fund; and
- (b) that the Principal has notified the trustees of the Principal's former Fund that the Principal no longer wishes the contributions which are paid on the Principal's behalf to be paid to that Fund.

17.5 EXCEPTIONS

An Employer will not be required to make contributions under this Agreement for any period a Principal:

- (a) is absent from their employment without pay; or
- (b) is under the age of 18 years old and works less than 30 hours per week; or
- (c) is otherwise referred to in section 27 of the SGAA.

Part 5 – HOURS OF WORK

18. HOURS OF WORK FOR PRINCIPALS

This Agreement supplements the NES that deals with maximum weekly hours. The ordinary hours of a Principal may be averaged over a twelve-month period.

Part 6 – LEAVE

19. ANNUAL LEAVE

19.1 ENTITLEMENT

A Principal (other than a casual Principal) is entitled to four weeks of paid annual leave for each year of service. A Principal's entitlement to paid annual leave accrues progressively during the school year according to the Principal's ordinary hours of work, and accumulates from year to year.

19.2 TAKING OF LEAVE

- (a) Principals are required to take annual leave in a consecutive period at the commencement of the school summer vacation each year.
- (b) Annual leave is exclusive of public holidays (in accordance with **Clause 22 – Public Holidays**)
- (c) Annual leave must be re-credited in accordance with the Act. The Employer may direct that, in the case of a Principal, any re-credited leave be taken during non-term weeks.

19.3 ANNUAL LEAVE LOADING

- (a) A Principal (other than a casual Principal) is entitled to annual leave loading of 17.5%, which is in addition to the annual leave payment owed to the Principal.
- (b) Annual leave loading is automatically paid to a Principal as soon as practicable after the first full pay period on or after 1 December each year, and is based on the Principal's ordinary rate of pay as at 1 December. Where a Principal has been employed continuously since the school service date, the payment of annual leave loading on 1 December is on the basis that the Principal has completed a full year of service with the Employer.
- (c) Where the employment of a Principal is terminated for any reason and at the time of termination the Principal has not been given and has not taken the whole of the annual leave to which they are entitled, they will be paid a loading calculated in accordance with this subclause for the period not taken.

20. SALARY ADJUSTMENT FORMULA AND STUDENT VACATION PERIODS

20.1 This clause applies only to Principals employed to work in:

- (a) the Diocese of Wagga Wagga
- (b) the Diocese of Wilcannia-Forbes.

20.2 This clause provides for the payment of Principals during student vacation periods, in the circumstances where a Principal has:

- (a) commenced employment after the commencement of the School Year or terminated employment;
- (b) taken leave without pay of greater than 20 pupil days during the School Year; or
- (c) has experienced a variation in FTE load or hours of work during the School Year.

The payment provided in this clause is inclusive of entitlements to Annual Leave under the relevant provisions of the Act. In all other circumstances a Principal will be paid their ordinary pay throughout each week of the student vacation periods.

20.3 SCHOOL YEAR

For the purposes of this clause a School Year commences on the first day of Term 1 and concludes on the day immediately before the first day of Term 1 in the next school year.

20.4 HOURS BASED CALCULATIONS

For the purposes of this clause only:

- (a) Full-time Principals will be deemed to work 38 hours per week, and part-time Principals will be deemed to work a proportionate amount. For example, a 0.2 FTE Principal will be deemed to work 7.6 hours per week. For the purposes of accumulating and receiving payment during student vacation periods, each half day worked by, or paid to, a Principal will be deemed to be equivalent to 3.8 hours.
- (b) The applicable hourly rate of pay for a Principal will be calculated by dividing the applicable fortnightly rate of pay, as set out in **subclause 13.1**, by 76.

20.5 CALCULATION OF ENTITLEMENT

Each Principal will accumulate payment for Student Vacation Periods (their “SVP Balance”) in hours, progressively throughout the term time worked by the Principal in each school year subject to the following provisions:

- (a) The rate of accumulation is determined by the SVP Ratio. The SVP Ratio for a school year is determined by dividing the total number of weekdays falling within student vacation periods by the total number of weekdays falling during term time and

rounded to three decimal places. For the purposes of this calculation, public holidays falling on a weekday are counted as weekdays.

- (b) Upon request from the Union, Employers will advise the Union of the SVP Ratio applicable in a given year.
- (c) For every hour worked by a Principal during term time, that Principal's SVP Balance will be increased by the amount of the SVP Ratio for that school year. For example, in a School Year with an SVP Ratio of 0.286 (being 58 weekdays falling within student vacation periods divided by 203 weekdays falling during term time), a Principal who works 10 hours will accumulate 2.86 hours to their SVP Balance.
- (d) For each hour a Principal is paid during a student vacation period, an hour will be deducted from the Principal's SVP Balance.

20.6 PAYMENT FOR STUDENT VACATION PERIODS

Principals must be paid during student vacation periods for the same hours they would normally be scheduled to work during term time, subject to the proviso that, if a Principal's SVP Balance has been exhausted that Principal will have no further entitlement to payment during that particular student vacation period.

20.7 PAYMENT OF OUTSTANDING SVP BALANCES

- (a) Principals must be paid any outstanding SVP Balances immediately upon:
 - (i) termination of employment; or
 - (ii) the conclusion of the school year; or
- (b) A Principal proceeding upon a period of leave without pay, including unpaid parental leave, that is to conclude in the following School Year, may request that the payment of their outstanding SVP balance be made at a time prior to the conclusion of the school year. The Employer will make such payment in accordance with the Principal's request, as soon as practicable.

20.8 NOTIFICATION BY THE EMPLOYER

Where a Principal:

- (a) commences employment after the start of a School Year;
- (b) has a change in teaching load or working hours during the course of a School Year;
or
- (c) takes approved leave without pay or unpaid parental leave of more than 20 pupil days during the school year;

the Employer must advise the Principal in writing that that Principal may be subject to a reduction in salary or wages in the immediately following student vacation period and/or the student vacation period following Term 4.

21. ANNUAL ADJUSTMENT OF SALARY FORMULA

21.1 This clause applies only to Principals employed in the following Dioceses:

- (a) Diocese of Armidale
- (b) Diocese of Bathurst
- (c) Archdiocese of Canberra and Goulburn
- (d) Diocese of Lismore
- (e) Diocese of Maitland-Newcastle
- (f) Diocese of Parramatta
- (g) Diocese of Wollongong.

Note: Any Diocese may, during the life of this Agreement, adopt the provisions of **Clause 20 – Salary Adjustment Formula and Student Vacation Periods** in lieu of this **Clause 21 – Annual Adjustment of Salary Formula**. Principals will be no worse off as a result. The Union and Principals will be notified in writing at least 3 months prior to any such change.

21.2 APPLICATION

This clause will apply in lieu of the corresponding annual leave provisions of the Act and notwithstanding any other clauses of this Agreement.

21.3 This clause only applies in circumstances where the Principal:

- (a) commenced employment after the school service date; and/or
- (b) takes approved leave without pay or unpaid parental leave for a period which (in total) exceeds 20 pupil days in any year; and/ or
- (c) normal working hours have varied since the school service date; and/or
- (d) ceases employment prior to the end of the school year.

21.4 This clause includes formulas for determining payment during non-term periods, including payment for annual leave. As a result of the operation of this clause, a Principal will not be paid an amount less than they would otherwise be entitled to as payment for annual leave under the Act, in respect of a year of employment.

21.5 CALCULATION OF PAYMENTS

- (a) A payment made pursuant to **paragraphs 21.3(a), (b) or (d)** will be calculated in accordance with the following formula:

STEP	FORMULA
1	$\frac{(A \times B)}{C} = D$
2	$D - E = F$
3	$\frac{(F \times G)}{2} = H$

Where:

A	is the number of term weeks worked by the Employee since the school service date
B	is the number of non-term weeks in the school year
C	is the number of term weeks in the school year
D	is the result in weeks
E	is the number of non-term weeks worked by the Employee since the school service date
F	is the result in weeks
G	is the Employee's current fortnightly rate of pay/ salary
H	is the amount due

- (b) A payment made pursuant to **paragraph 21.3(c)** to a Principal whose normal hours have varied will be calculated in accordance with the following formula:

STEP	FORMULA
1	$A - B = C$
2	$\frac{(C \times D)}{E} = F$
3	$F - B = G$

Where:

A	is the total salary/wages paid to the Employee since the school service date
B	is the salary/ wages paid to the Employee in respect of non- term weeks since the school service date

C	is the salary/ wages paid to the Employee in respect of term weeks since the school service date
D	is the total number of non-term weeks in the school year
E	is the total number of term weeks in the school year
F	is the result in dollars
G	is the amount due

21.6 PRINCIPALS WHO COMMENCE EMPLOYMENT AFTER THE SCHOOL SERVICE DATE

- (a) A Principal who commences employment after the school service date will be paid from the date the Principal commences, provided that, at the end of Term 4, the Principal will be paid an amount calculated pursuant to **paragraph 21.5(a)** and will receive no other salary/wages until their return to work in the following school year.
- (b) In each succeeding year of employment, the anniversary of appointment of the Principal for the purposes of this clause will be deemed to be the school service date.

21.7 PRINCIPALS WHO TAKE APPROVED LEAVE WITHOUT PAY OR UNPAID PARENTAL LEAVE

- (a) Where a Principal takes leave without pay or unpaid parental leave with the approval of the Employer for a period which (in total) exceeds 20 pupil days in any year, the Principal will receive payment calculated in accordance with this clause as follows:
 - (i) if the leave commences and concludes in the same school year payment will be calculated and made at the conclusion of Term 4 of that school year.
 - (ii) if the leave is to conclude in a school year following the school year in which the leave commenced:
 - (A) at the commencement of the leave a payment will be calculated and made in respect of the school year in which the leave commences; and
 - (B) at the end of Term 4 in the school year in which the leave concludes a payment will be calculated and made in respect of that school year.
- (b) Where a Principal who has received a payment pursuant to **subparagraph 21.7(a)(ii)** returns from leave in the same year rather than the next school year as anticipated, then the Principal will be paid at the conclusion of Term 4 as follows:
 - (i) by applying the formula in paragraph 21.5(a) as if no payment had been made to the Principal at the commencement of leave; and
 - (ii) by deducting from that amount the amount earlier paid to the Principal.

21.8 PRINCIPALS WHOSE HOURS HAVE VARIED

Where the hours which a Principal normally works at a school have varied since the school service date in any school year and the Principal's employment is to continue into the next school year, the Principal will be paid throughout the summer pupil vacation as follows:

- (a) the amount due pursuant to the formula in **paragraph 21.5(b)** will be calculated;
and
- (b) the Principal will continue to receive in each fortnight of the pupil vacation period the same amount as his or her ordinary pay in the last fortnight of the school term until the total amount received by the Principal during the pupil vacation period is the same as the amount calculated above. (Note: this will likely have the consequence that the last fortnight of the pupil vacation period in which the Principal is paid the amount received will differ from the pay in the preceding fortnights).

22. PUBLIC HOLIDAYS

- 22.1** For the purposes of this Agreement, public holidays are as defined in the Act and include New Year's Day, Australia Day, Canberra Day (ACT based Principals only), Good Friday, Easter Saturday, Easter Sunday (NSW based Principals only), Easter Monday, Anzac Day, King's Birthday, Reconciliation Day (ACT based Principals only), Labour Day, Christmas Day, Boxing Day, and any other day, or part day, recognised under the NES as a public holiday.
- 22.2** A Principal is entitled to be absent from their employment on a day or part day that is a public holiday in the place where the Principal is based for work purposes.
- 22.3** Full-time and part-time Principals will be entitled to the above holidays without loss of pay, provided that a Principal will only be paid for such holidays that occur on days the Principal is normally or regularly rostered to work their ordinary hours.
- 22.4** An Employer may request a Principal to work on a public holiday if the request is reasonable. A Principal may refuse the request if the request is not reasonable or the refusal is reasonable. In determining whether a request or refusal of a request to work on a public holiday is reasonable, consideration will be given to criteria set out in section 114(4) of the Act.

23. PERSONAL/CARER'S LEAVE

23.1 ENTITLEMENT TO PAID PERSONAL/CARER'S LEAVE

- (a) A Principal will receive a one-off entitlement to 15 days paid Personal/Carer's Leave upfront (pro rata for a part-time Principal) on their first temporary block or permanent appointment in addition to Personal/Carer's Leave provided in **paragraph 23.1(b) and (c)**. This one-off entitlement will not apply where the Principal has transferred their accrued Personal/Carer's Leave from a participating employer as provided in **Annexure A – Personal/Carer's Leave Portability (NSW/ACT Catholic Systemic Schools and Participating NSW/ACT Catholic Independent Schools)** or where the Principal received this entitlement as a Teacher from an Employer and has continuous employment with that Employer since receiving that entitlement.
- (b) A full-time Principal will be entitled to 15 days paid Personal/Carer's Leave for each year of service. Personal/Carer's Leave will accrue progressively during a year of service according to a Principal's ordinary hours of work.
- (c) A part-time Principal will be entitled to paid Personal/ Carer's Leave in proportion to that number of hours they work in proportion to a full-time Principal.
- (d) A Principal may take paid Personal/Carer's Leave if the leave is taken:
 - (i) because the Principal is not fit or able to work due to:
 - (A) a personal illness, or personal injury, or an unexpected personal emergency, or
 - (B) family and domestic violence, and the Principal has exhausted their paid Family and Domestic Violence Leave entitlement; and
 - (ii) to provide care or support to a member of the Principal's immediate family, or household member, and who requires care or support because of:
 - (A) a personal illness, or personal injury; or
 - (B) an unexpected emergency; or
 - (C) family and domestic violence.
- (e) For the purposes of this clause an 'unexpected personal emergency' is a circumstance that is unplanned, due to circumstances beyond the Principal's control and is of a serious nature that requires the urgent attendance of the Principal. An 'unexpected emergency' is a circumstance that is unplanned, due to circumstances beyond the Principal's immediate family or household member's control and is of a serious nature that requires the urgent attention of the Principal to attend and provide care or support. The urgent circumstance must be of such a nature that it cannot be arranged outside of work time.

- (f) When a Principal takes a period of paid Personal/Carer's Leave, the Employer must pay the Principal at the Principal's base rate of pay for the Principal's ordinary hours of work in the period.
- (g) Where applicable, if a public holiday occurs during a Principal's absence on Personal/Carer's Leave then such public holiday will not be counted as Personal/Carer's Leave.

23.2 NOTICE REQUIREMENTS

As soon as practicable, and where possible prior to the Principal commencing such leave, a Principal will notify the Employer of:

- (a) their intention to take Personal/Carer's Leave;
- (b) the reason for their absence, being a reason specified in **paragraph 23.1(d)**; and
- (c) the period or expected period of their leave.

23.3 EVIDENCE REQUIREMENTS

- (a) Evidence will not be required for the first three days of Personal/Carer's Leave taken by a Principal in a school year. For subsequent absences, the provisions set out in **paragraphs 23.3(b) to (d)** will apply.
- (b) **FOR PERSONAL ILLNESS OR INJURY:**
 - (i) A Principal will, upon request, provide evidence to the Employer for each absence of two consecutive days or more due to personal illness or injury.
 - (ii) The evidence may be a certificate from a medical practitioner or evidence from a registered health practitioner or other evidence that would satisfy a reasonable person that the leave was taken for such a purpose.

(c) FOR UNEXPECTED PERSONAL EMERGENCY OR FAMILY AND DOMESTIC VIOLENCE

A Principal will, upon request, provide evidence that would satisfy a reasonable person of the unexpected personal emergency or family and domestic violence. This could be a statutory declaration, outlining the nature of the unexpected personal emergency, or the fact of family and domestic violence, and the circumstances preventing the Principal from attending work.

(d) TO PROVIDE CARE OR SUPPORT TO A MEMBER OF THE PRINCIPAL'S IMMEDIATE FAMILY OR HOUSEHOLD MEMBER,

A Principal will, upon request:

- (i) provide evidence that would satisfy a reasonable person that the Principal needed to provide care or support to a family or household member. Such evidence may include a certificate from a registered medical practitioner or certificate or other evidence from a registered health practitioner, or

statutory declaration, establishing the illness or injury of the person concerned and that the illness or injury required care by another person; or

- (ii) produce evidence that would satisfy a reasonable person that the leave was taken for a permissible occasion. Such evidence may include a statutory declaration, establishing the nature of the unexpected emergency or family and domestic violence, and that the circumstances resulted in the person concerned requiring care or support by the Principal.

23.4 EMPLOYER CONCERNS ABOUT THE TAKING OF PERSONAL/CARER'S LEAVE

- (a) Notwithstanding **subclause 23.3**, where a Principal has either:

- (i) taken frequent single days of Personal/Carer's Leave; or
- (ii) taken extended Personal/Carer's Leave; or
- (iii) taken frequent days of Personal/Carer's Leave immediately before and/or after a public holiday, or immediately before and/or after a pupil vacation period;

the Employer may take the following action:

- (iv) arrange a meeting in order to clarify their concerns with the Principal;
- (v) invite the Principal to respond verbally to the issues raised by the Employer; and
- (vi) allow the Principal, if they wish, to seek the assistance of a support person during meetings (this may include a Union representative).

- (b) After consideration of the Principal's response, the Employer may:

- (i) require further evidence of illness/ injury or care/support responsibility;
- (ii) request the Principal to obtain a second opinion from another doctor at the Employer's cost;
- (iii) request a more detailed estimation of the likely length of the absence;
- (iv) require the Principal to obtain a medical report (at the Employer's cost) in relation to the likely period of absence;
- (v) discuss with the Principal any other action. This may include but is not limited to the Principal applying for flexible working arrangements.

23.5 ACCUMULATION OF PERSONAL/CARER'S LEAVE

If the full entitlement of Personal/Carer's Leave is not taken in any year, any untaken portion will be cumulative from year to year.

23.6 PORTABILITY

A Principal who was previously employed with a participating employer listed in **Annexure A – Personal/Carer’s Leave Portability (NSW/ACT Catholic Systemic Schools and Participating NSW/ACT Catholic Independent Schools)**, may be eligible for portability of Personal/Carer’s Leave. Arrangements for portability of Personal/Carer’s Leave are set out in that Annexure.

23.7 UNPAID LEAVE FOR CARING PURPOSES

- (a) A Principal, including a casual Principal, is entitled to take up to two days unpaid carer’s leave for each occasion that a member of the Principal’s immediate family, or household requires care or support due to:
 - (i) a personal illness or personal injury affecting the member; or
 - (ii) an unexpected emergency affecting the member; or
 - (iii) the birth of a child.
- (b) A Principal cannot take unpaid carer’s leave under this subclause if the Principal could instead take paid Personal/Carer’s Leave.
- (c) A Principal’s entitlement to take unpaid carer’s leave under this subclause is subject to the Principal meeting the notice requirements set out in **subclause 23.2** and the evidence requirements set out in **subclause 23.3**.
- (d) An Employer must not fail to re-engage a casual Principal because the Principal accessed the entitlements provided for in this clause. The rights of an Employer to engage or not to engage a casual Principal are otherwise not affected.

23.8 SPECIAL LEAVE

- (a) A Principal (other than a casual Principal) is entitled to one day of paid Special Leave each calendar year. The leave is non-cumulative and will not be deducted from Personal/Carer’s Leave accruals.
- (b) Special Leave is available to be used to meet a scheduled family commitment, where the timing of the commitment is beyond the control of the Principal and where the commitment cannot be scheduled outside work time (for example, the graduation of a family member).
- (c) The Principal will provide the Employer with reasonable notice of their intention to take Special Leave to enable the Employer to plan for the absence.
- (d) The Employer may seek further details regarding the nature of the commitment and the reasons why the commitment cannot be scheduled outside of work hours.

24. PARENTAL LEAVE AND RELATED ENTITLEMENTS

Except as varied by this clause, all other entitlements and requirements relating to parental leave under the Act will apply. All periods of paid parental leave will count as service for the purposes of this Agreement, the Act, and any other statutory entitlement. Periods of unpaid parental leave will not count as service, except as provided in **subclause 13.5** of this Agreement.

24.1 PAID PARENTAL LEAVE (INITIAL PRIMARY CARE-GIVER)

- (a) A Principal will be entitled to take paid parental leave in accordance with this subclause if:
 - (i) they have an entitlement to and take parental leave under the Act; and
 - (ii) they will be the primary person responsible for the care of the child from the child's date of birth (being birth-related leave under the Act) or, in the case of adoption (being adoption-related leave under the Act) from the child's date of placement with the Principal.
- (b) Paid parental leave of up to 14 weeks will be paid at the rate of pay the Principal would have received if the Principal had not taken parental leave. For example, where a Principal is on flexible working arrangements at the time of taking parental leave, the rate of pay will be at the rate at the time of taking the leave, i.e. the FTE or hours of the temporary arrangement rather than the permanent FTE or hours of the Principal. If the period of parental leave granted to the Principal is for less than 14 weeks, then the period of paid parental leave will be for such lesser period.
- (c) This period of paid parental leave will be exclusive of non-term weeks.
- (d) The Principal may elect to be paid during the period of paid leave in **paragraph 24.1(b)** either in accordance with the usual Employer payment schedule or as a lump sum payment in advance.
- (e) Where a Principal applies for a lump sum payment in advance under **paragraph 24.1(d)**, the Principal will give the Employer at least one months' notice of intention.
- (f) If a Principal has commenced paid parental leave and subsequently the Principal's pregnancy results in a still birth or death of a child, the Principal will be entitled to retain payment in accordance with this subclause equivalent to the salary/wages for the period of parental leave taken by the Principal.
- (g) Other than by agreement with the Employer, paid parental leave will commence no earlier than 12 weeks (inclusive of non-term weeks) prior to the expected date of birth or, in the case of adoption, from the date of the child's placement with the Principal for adoption.
- (h) Non-term weeks within the period of paid parental leave will be deemed to be non-term days worked by the Principal for the purpose of **Clause 20 – Salary**

Adjustment Formula and Student Vacation Periods or Clause 21 – Annual Adjustment of Salary Formula.

- (i) A Principal on paid parental leave in accordance with this clause will not be employed as a casual Principal by their Employer during such paid leave.
- (j) Where a Principal gives birth to a child while on unpaid leave (other than parental leave in relation to the birth of the same child) the Principal will be entitled to parental leave in accordance with the Act. However, the Principal will not be entitled to an additional 14 weeks payment in accordance with **paragraph 24.1(b)**.

Notation:

The Employer is of the view that, in the case of Principals, parental leave should preferably commence on the day following the last teaching day of a term and conclude on the day preceding the first teaching day of a term. In order to facilitate this practice, the Employer is prepared to extend the period of parental leave beyond the maximum entitlement of the Act, should the Principal agree to return from parental leave at the commencement of the term immediately following the maximum period to be afforded by the Act.

24.2 PAID PARENTAL LEAVE (NOT INITIAL PRIMARY CAREGIVER)

- (a) Where a Principal has an entitlement to, and takes, parental leave under the Act but is not the initial primary caregiver as defined at **paragraph 24.1(a)**, the Principal will be entitled to paid parental leave in accordance with this subclause.
- (b) A Principal will be entitled to two weeks paid parental leave on and from the date of their child's birth, or on the day on which their child or the primary person responsible for the care of the child leaves hospital following the child's birth, or in the case of adoption, the date of the child's placement.
- (c) The Principal and Employer may agree that the parental leave entitlement provided in **paragraph 24.2(b)** is taken at another time in the four weeks before the date or expected date of birth of the child or date of placement, and not later than 12 months after the date of birth or placement. The agreement must be recorded in writing.
- (d) A Principal who was not the initial primary caregiver, but who subsequently becomes the primary person responsible for the care of the child because the initial primary caregiver has returned to work or studies, will be entitled to a maximum period of 12 weeks paid parental leave. This period of paid parental leave must be taken within the 12-month period commencing from the date of the child's birth or in the case of adoption, from the date of the child's placement. This period of up to 12 weeks paid parental leave is in addition to the two-week entitlement to paid parental leave under **paragraph 24.2(b)**.
- (e) The period of paid parental leave will be inclusive of non-term weeks falling within the 12-week paid period leave period under **paragraph 24.2(d)**. Provided that "non-

term weeks” will not include a period of four weeks of annual leave to which the Principal is entitled and which is generally taken in the first four weeks of the summer pupil vacation period.

- (f) Parental leave under this subclause will be paid at the rate of pay the Principal would have received if the Principal had not taken parental leave.
- (g) The Principal may elect to be paid during the period of leave in **paragraph 24.2(d)** either in accordance with the usual Employer payment schedule or as a lump sum payment in advance.
- (h) If requested by the Employer, the Principal must provide evidence that would satisfy a reasonable person that the initial primary caregiver has resumed work or studies and the Principal has assumed the role of primary caregiver.
- (i) The entitlement to paid parental leave in **paragraphs 24.2(b) and 24.2(d)** is inclusive of, and not in addition to, the Principal's entitlement to take unpaid parental leave (including concurrent leave) in accordance with the Act.

24.3 PRIOR SERVICE WITH ANOTHER EMPLOYER OR CATHOLIC INDEPENDENT SCHOOL IN NSW OR THE ACT

For the purposes of eligibility for paid parental leave under this clause, a Principal who is not eligible for such leave because he or she has less than 12 months continuous service as required under the Act, will nevertheless be deemed to have completed 12 months of continuous service with the current Employer if, immediately prior to commencement of service with the current Employer, they had 12 months of continuous service with a participating employer listed in **Annexure A – Personal/Carer’s Leave Portability (NSW/ACT Catholic Systemic Schools and Participating NSW/ACT Catholic Independent Schools)** or any other Catholic Independent School operating in NSW or the ACT.

24.4 NOTICE PERIODS

Notice periods for parental leave applications are provided under section 74 of the Act.

24.5 TEMPORARY EMPLOYEES

- (a) A temporary Principal will be entitled to paid parental leave in accordance with **subclause 24.1** and this **subclause 24.5** if they have an entitlement to and take parental leave under the Act and all other relevant criteria required under this **clause 24** are satisfied.
- (b) If the employment of a temporary Principal ceases after the commencement, and before the completion, of a period of paid parental leave granted under **subclause 24.1**, the temporary Principal will be paid the remaining balance of the 14 weeks paid parental leave entitlement, provided the temporary Principal has completed at least three years continuous service with the Employer at the time of cessation of employment. The payment will be made as a lump sum payment within 14 days of the cessation of their employment.

24.6 CASUAL PRINCIPALS

An Employer will not fail to re-engage an eligible casual Principal because:

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

The Employer's rights in relation to engagement and re-engagement of casual Principals are not affected, other than in accordance with this clause.

24.7 COMMUNICATION DURING PARENTAL LEAVE

- (a) Where a Principal is on parental leave and a definite decision has been made to introduce major change at the workplace, the Employer will take reasonable steps to:
 - (i) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the Principal held before commencing parental leave; and
 - (ii) provide an opportunity for the Principal to discuss any significant effect the change will have on the status or responsibility level of the position the Principal held before commencing parental leave.

Note: "Significant effect" in this subclause has the same meaning as in **subclause 31.6**.

- (b) The Principal will take reasonable steps to inform the Employer about any significant matter that will affect the Principal's decision regarding the duration of parental leave to be taken, whether the Principal intends to return to work, and whether the Principal intends to request to return to work on a part-time basis.
- (c) The Principal will also notify the Employer of changes of address or other contact details that might affect the Employer's capacity to comply with **paragraph 24.7(a)**.

24.8 RIGHT TO REQUEST EXTENSION OF PARENTAL LEAVE

- (a) Principals may request extensions to parental leave in accordance with the Act.

25. LONG SERVICE LEAVE

25.1 APPLICABILITY OF LONG SERVICE LEAVE LEGISLATION

The provisions of the *Long Service Leave Act 1955 (NSW)* and of the *Long Service Leave Act 1976 (ACT)* will apply except to the extent that this Agreement provides for a more favourable outcome in a particular respect.

25.2 LONG SERVICE LEAVE ENTITLEMENT

The long service leave entitlement of a Principal will be:

- (a) in respect of full-time service of less than ten years' service, 6.5 days per year of service;
- (b) in respect of full-time service completed by the Principal of 10 or more years, 10 days per year of service; and
- (c) in respect of part-time service, or continuous casual service completed by the Principal, a pro rata amount of the entitlement in **paragraphs 25.2(a) and (b)**, calculated according to the FTE load of the Principal during the period of part-time or casual service.

In respect of continuous casual service completed by the Principal, a pro rata amount of the entitlement in **paragraphs 25.2(a) and (b)**, calculated according to the number of days the casual Principal works during a year as it bears to 203 days. For example, over a year a casual Principal works 101.5 days. The casual Principal's FTE is 0.5 ($101.5 \div 203$). Therefore, during that year the casual Principal has accrued either 3.25 days (0.5×6.5 days) or 5 days (0.5×10 days) of long service leave (depending on the length of continuous service of the casual Principal).

25.3 ACCRUAL OF LONG SERVICE LEAVE UNDER PREVIOUS INDUSTRIAL INSTRUMENTS

- (a) Any Long Service Leave accrued by a Principal under a previous agreement or award or contract of employment prior to the commencement date will be preserved to the credit of the Principal. The rates of accruals under the previously applicable industrial instruments are summarised below as follows:

In respect of the period	Calculation of long service leave per year of service
Before 31 July 1985	0.866 weeks per year
1 August 1985 – 30 January 1995	1.05 weeks per year up to 10 years. 1.5 weeks per year, or portion of a year after 10 years' service
31 January 1995 – 31 January 2001 (see Notes)	1.3 weeks per year up to 10 years. 1.9 weeks per year, or portion of a year after 10 years' service
1 February 2001 – 29 January 2006	1.3 weeks per year up to 10 years.

	2 weeks per year, or portion of a year after 10 years of service
30 January 2006 – Commencement Date of this Agreement	(a) 6.5 days per year up to 10 years of service; and (b) 10 days per year after 10 or more years' service. (c) Pro rata of (a) and (b) for part-time periods of service

Notes:

1. In the Diocese of Wagga Wagga, in the period from 1 January 1995 to 27 January 1998, the entitlement was 13 weeks of long service leave in the first ten years of service and then 2 weeks for each year of service after ten years of qualifying service.
2. As at 30 January 2006, the existing long service leave accrual of a Principal was converted from weeks to days.

25.4 CONDITIONS OF TAKING LONG SERVICE LEAVE

- (a) A Principal will, at a minimum, be entitled to take any accrued long service leave upon completion of ten years' service in NSW or seven years' service if employed to work in the ACT, and on completion of each additional five years' service thereafter.

(b) NOTICE TO TAKE LEAVE

- (i) When a Principal becomes entitled to Long Service Leave in respect of the Principal's service with the Employer, the Employer must give the Principal, and the Principal must take, the leave as soon as practicable, having regard to the needs of the Employer.
- (ii) The Employer must give the Principal not less than two school terms notice of any requirement to take leave.
- (iii) Unless the Employer otherwise agrees, a Principal must give not less than two school terms notice of their intention to take leave.

- (c) Long service leave accrued by the Principal will normally be taken at the Principal's current FTE load/ weekly hours at the time of taking the long service leave, unless otherwise agreed. For the purposes of this **paragraph 25.4 (c)** current FTE for casual Principals means the number of casual days worked in the 12-month period immediately before the long service leave is taken as it bears to 203 days.

(d) PAYMENT OF CASUAL PRINCIPAL ON LONG SERVICE LEAVE

A casual Principal will be paid as per the FTE calculated in accordance with **paragraph 25.4(c)** at his or her current daily rate at the time he or she takes the leave.

(e) **LONG SERVICE LEAVE AND PUPIL VACATION PERIODS**

- (i) Long Service Leave will be exclusive of pupil vacation periods adjacent to or within the period of leave.
- (ii) Where a Principal wishes to take a short block of long service leave of less than one term immediately before or immediately after a pupil vacation period but neither in accordance with **paragraph 25.4(f)** nor in accordance with other Employer policy on long service leave, then the Employer may impose that the leave is inclusive of the pupil vacation period adjacent to or within the period of leave.

(f) **LONG SERVICE LEAVE IN SHORT BLOCKS**

- (i) A Principal who has five years of continuous service may apply to access short blocks (of greater than two weeks and less than one term) of long service leave. The application may be approved at the discretion of the Employer having regard to:
 - (A) the educational needs of the students;
 - (B) the critical times of the school year;
 - (C) the personal circumstances of the Principal;
 - (D) the notice given and the period of leave requested by the Principal; and
 - (E) if applicable, whether the total number of absences of the Principal on long service leave in a year is in accordance with Employer policy.
- (ii) Where an application for a short block of long service leave is approved pursuant to this paragraph, the leave will be exclusive of pupil vacation periods adjacent to or within the period of leave.

(g) **LONG SERVICE LEAVE AND LEAVE WITHOUT PAY**

- (i) A Principal may request and be granted leave without pay, to be taken in addition to long service leave, such that the total period of leave comprises one or more complete school terms. The Employer will ordinarily consent to such an arrangement as long as the full period of paid leave and leave without pay is in the same year.
- (ii) Where a Principal is entitled to an amount of long service leave which is in excess of a school term the Principal may elect not to take that part of the long service leave which is in excess of a term (the deferred leave), until such time as the Principal accumulates further entitlements which, when taken together with the deferred leave, enables long service leave to be taken for a whole term.

(h) **LONG SERVICE LEAVE AND PARENTAL LEAVE**

A Principal who has five years of continuous service with an Employer at the commencement of parental leave may apply to take and will be granted some or all of their pro rata long service leave during a period of unpaid parental leave, provided that the total period of leave does not exceed the period of parental leave that the Principal would be otherwise entitled to take under the Act. The Principal will give notice in writing of such application not less than four weeks prior to the intended date of commencement of parental leave.

(i) **LONG SERVICE LEAVE AND CASUAL EMPLOYMENT**

A part-time Principal may work casually whilst on long service leave, provided they do not work on the days that are the normal rostered days of employment.

(j) **LONG SERVICE LEAVE AND PUBLIC HOLIDAYS**

A period of long service leave is exclusive of a public holiday falling within it.

25.5 CASHING OUT LONG SERVICE LEAVE

After ten years' service with the Employer, a Principal may elect to 'cash out' a portion of their long service leave as follows:

- (a) the minimum leave entitlements under applicable State or Territory long service leave legislation must remain after a portion of Long Service Leave is cashed out. This is because it is prohibited to cash out long service leave under State or Territory long service leave legislation;
- (b) the Principal must elect in writing to cash out this extra portion of Long Service Leave; and
- (c) the Principal's entitlement to long service leave will be reduced by the extent of such payment.

25.6 PAYMENT OF LONG SERVICE LEAVE ON TERMINATION

In the case of a Principal who has completed at least five years' service with an Employer and the service of the Principal is terminated or ceases for any reason, the Principal must be paid their accrued long service leave balance calculated in accordance with this clause.

25.7 SERVICE

- (a) A Principal who takes approved leave without pay (including unpaid parental leave) will be deemed to have had continuous service, notwithstanding the fact that the service was interrupted by such leave. However, the period of the unpaid leave must not be taken into account in calculating the period of service for the purpose of long service leave accrual. This provision does not apply to a Principal who takes unpaid community service leave under the Act; as a Principal who takes a period of

unpaid community service leave under the Act will accrue long service leave during such period.

- (b) A Principal whose employment terminates with an Employer within one week of the end of any school term and is reappointed by the same Employer within two weeks after the commencement of the next school term will be deemed to have had continuous service for the purposes of long service leave.
- (c) For the purpose of Long Service Leave, the service of a Principal shall be deemed to be continuous for all purposes, notwithstanding that part of the period of service with the Employer was as a teacher or consultant or similar position and part as a Principal.

25.8 LONG SERVICE LEAVE PORTABILITY

Eligible Principals are entitled to Portability of Long Service Leave as outlined in **Annexure B – Catholic Schools Intrastate Long Service Leave Portability Arrangement.**

26. OTHER LEAVE

26.1 COMPASSIONATE LEAVE FOR PRINCIPALS OTHER THAN CASUAL PRINCIPALS

- (a) A Principal (other than a casual Principal) will be entitled to paid compassionate leave as set out in the table below:

CIRCUMSTANCE IN WHICH LEAVE IS GRANTED	MAXIMUM NUMBER OF PAID COMPASSIONATE LEAVE DAYS PER OCCASION
On the death of an immediate family member or household member (including attendance at their funeral)	3 days
When an immediate family member or household member contracts or develops a personal illness or sustains a personal injury that poses a serious threat to his or her life	2 days
A baby in their immediate family or household is stillborn	2 days
The Principal or their spouse/de facto partner has a miscarriage	2 days

- (b) A Principal must notify the Employer as soon as practicable of their intention to take leave under **paragraph 26.1(a)** and must advise the Employer of the period or expected period of the leave.
- (c) A Principal may be required to provide the Employer with satisfactory evidence of the death or personal illness or injury, stillbirth or miscarriage.
- (d) Where a Principal takes compassionate leave in accordance with **paragraph 26.1(a)** an Employer, in its discretion, may grant the Principal additional leave as leave without pay or leave with pay.
- (e) Where a Principal requests leave to attend a funeral for a person not specified in **paragraph 26.1(a)**, the Employer in its absolute discretion may grant the Principal leave, which will be deducted from the Principal's entitlement to Personal/Carer's Leave in **Clause 23 – Personal/Carer's Leave**.
- (f) A Principal may take compassionate leave in conjunction with Personal/Carer's Leave. In determining such a request, the Employer will give consideration to the circumstances of the Principal and the reasonable operational requirements of the School.

26.2 COMPASSIONATE LEAVE ENTITLEMENT FOR CASUAL PRINCIPALS

- (a) A casual Principal is entitled to up to three days of unpaid compassionate leave on each occasion when:
 - (i) a member of the Principal's immediate family, or a member of the Principal's household:
 - (A) contracts or develops a personal illness that poses a serious threat to his or her life; or
 - (B) sustains a personal injury that poses a serious threat to his or her life; or
 - (C) dies; or
 - (D) gives birth to a baby that is stillborn.
 - (ii) the casual Principal or their spouse/de facto partner has a miscarriage.
 - (iii) A casual Principal must notify the Employer as soon as practicable of their intention to take unpaid leave in accordance with **paragraph 26.2(a)** and must advise the Employer of the period or expected period of the leave.
 - (iv) A casual Principal may be required to provide the Employer with satisfactory evidence of such death, personal illness or injury, stillbirth or miscarriage.
 - (v) An Employer must not fail to re-engage a casual Principal because the Principal has accessed the entitlements provided in this subclause. The rights of an Employer to engage or not engage a casual Principal are otherwise not affected.

26.3 COMMUNITY SERVICE LEAVE

- (a) An Employer will provide a Principal with community service leave in accordance with the Act and this subclause.
- (b) Where the involvement of a Principal (other than a casual Principal) in a community service activity has been approved by the Employer after consideration of the needs of the School, a Principal will be entitled to paid leave of not more than five days in any school year (unless otherwise agreed with the Employer) for emergency leave for service to the community. Examples of purposes for which such leave may be granted include to work in the State or Territory Emergency Service or Volunteer Fire Brigade. A Principal will otherwise be entitled to unpaid leave for an eligible community service in accordance with the Act.

- (c) A Principal (other than a casual Principal) who is required to attend jury service during ordinary working hours will be provided with paid leave for this purpose. The Principal will be required to reimburse to the Employer any monies payable to the Principal for such attendance (excluding reimbursement of expenses) which required the Principal's absence from School.
- (d) The Principal must notify the Employer as soon as possible of the date upon which he or she is required to attend for jury service. The Principal must provide to the Employer a copy of the summons to attend jury duty and a record of payments received as proof of attendance.

26.4 MILITARY RESERVE LEAVE

A Principal who is a member of the Australian Military Reserve or other Australian military forces will be granted unpaid leave for the purpose of attending any compulsory camp or posting.

26.5 EXAMINATION AND STUDY LEAVE

A Principal (other than a casual Principal) who, for the purposes of undertaking training relevant to their employment, enrolls in any course approved by the Employer at a recognised higher education institution, will be granted leave:

- (a) with pay on the day of any examination required in the course;
- (b) with pay on the day of their graduation; and
- (c) without pay for the purpose of attending any compulsory residential school which is a part of such course.

26.6 OVERSEAS VOLUNTEER PROGRAMS

A Principal (other than a casual Principal), who has completed at least five years continuous service with their Employer, will be entitled to leave without pay to work in an overseas volunteer program approved by the Employer. The leave will normally be granted for one year but may be granted for up to two years if required by the relevant volunteer program and agreed by the Employer. Such leave without pay will not break continuity of service but does not count as service with the Employer for the purpose of long service leave or any other accrued entitlements.

26.7 WILCANNIA FORBES

Full-time ongoing Principals who are employed in communities north of the Barrier Highway and on the Darling River (Brewarrina, Bourke and Wilcannia) may apply to the Director of Schools for an additional two days of paid leave per year (not being Compassionate or Personal/Carer's Leave).

26.8 PAID FAMILY AND DOMESTIC VIOLENCE LEAVE

- (a) A Principal is entitled to 10 days' paid Family and Domestic Violence Leave in a 12-month period if:

- (i) the Principal is experiencing family and domestic violence; and
 - (ii) the Principal needs to do something to deal with the impact of the family and domestic violence; and
 - (iii) it is impractical for the Principal to do that thing outside the Principal's hours of work.
- (b) The leave is available in full at the start of each 12-month period of the Principal's employment and is non-cumulative.
 - (c) For the purposes of this **subclause 26.8**, family and domestic violence is as defined in the Act.
 - (d) A Principal wishing to access paid Family and Domestic Violence Leave provided under this **subclause 26.8** must comply with the evidence and notice requirements relating to family and domestic violence leave set out in the Act.

26.9 PAID EMERGENCY DISASTER LEAVE

- (a) The parties to this Agreement recognise the importance of keeping schools open wherever possible during times of natural disasters and, should schools need to be closed for a time, to reopen them as soon as possible.
- (b) Principals will assist with keeping schools open to support students, families and the community and to provide continuity of teaching and learning as far as is feasible and safe to do so. Principals will attend work unless prevented by circumstances described in paragraph 26.9(c) or are otherwise on approved leave. Subject to **paragraph 26.9(c)** Principals may be asked to assist with preparing for a reopening of a school damaged by a declared natural disaster.
- (c) A full-time or part-time Principal who is unable or prevented from attending work because of a declared natural disaster and cannot work remotely will be granted a maximum of five days' paid leave per calendar year (non-cumulative) in the following circumstances:
 - (i) they must remain at home because transport services and facilities are disrupted or discontinued, and they are not able to reach a place of work in a timely manner; or
 - (ii) they are away from their usual residence and are unavoidably delayed in returning to work due to identified and specific disruptions to transport services and facilities; or
 - (iii) they are required to leave work early and return home to ensure their personal safety, the safety of their family or the protection of their property or because the availability of transport services and facilities may be disrupted or discontinued; or

- (iv) they must remain at home to have essential temporary repairs effected, restore or replace essential belongings, complete necessary clean-up for safety or to enable occupation of residence.
- (d) In respect of the entitlement set out in **paragraph 26.9(c)**, a Principal may be required to provide satisfactory evidence.
- (e) The Principal will advise the Employer as soon as possible of their intention to apply for leave pursuant to this **subclause 26.9**, the expected duration and the reason for the absence.
- (f) If a natural disaster is declared retrospectively and a full-time or part-time Employee has already taken other leave because of that declared natural disaster in the circumstances set out in **paragraph 26.9(c)**, the Employee may apply for that other leave (including unpaid leave) to be converted to paid emergency disaster leave up to a maximum of five days per calendar year.
- (g) For the purpose of this clause, the Principal's "home", means the Principal's principal place of residence only.

Note: A full-time or part-time Principal who is impacted by a natural disaster (whether declared or not) may be entitled to apply for paid Personal/Carer's Leave under **Clause 23 – Personal/Carer's Leave** of this Agreement. A Principal who is unable to or prevented from attending work because of floods, severe snowfall or storms, bushfires or other natural emergencies in the circumstances in **subparagraphs (c)(i) to (iv)** and cannot work remotely will be considered to be affected by the unexpected personal emergency for the purposes of **Clause 23 – Personal/Carer's Leave**. For clarity, Personal/Carer's Leave cannot be taken concurrently with paid emergency disaster leave.

PART 7 - SUSPENSION AND TERMINATION OF EMPLOYMENT

27. SUSPENSION

- 27.1** Subject to **subclause 27.2** and notwithstanding any of the provisions in this Agreement, an Employer may suspend a Principal with or without pay while considering any matter which in the view of the Employer could lead to the Principal's summary dismissal.
- 27.2** Suspension without pay will not be implemented by the Employer without prior discussion with the Principal and will not, except with the Principal's consent, exceed a period of four weeks.

28. TERMINATION OF EMPLOYMENT

28.1 NOTICE OF TERMINATION

- (a) An Employer must not terminate a Principal's employment unless the Employer has given the Principal written notice of the day of the termination. The day of termination cannot be before the day the notice is given.
- (b) An Employer must not terminate a Principal's employment unless:
 - (i) the time between the giving of notice and the day of the termination is at least the minimum period of notice set out in **paragraph 28.1(c)**, or
 - (ii) the Employer has paid the Principal payment in lieu of notice of at least the amount the Employer would have been liable to pay the Principal had the Principal continued to work until the end of the notice period.
- (c) The employment of a Principal (other than a casual Principal) will not be terminated without the provision of notice in accordance with the following table:

MINIMUM PERIOD OF NOTICE	
Principal	Ten school term weeks' notice which must expire in the term it is given either: <ul style="list-style-type: none">(i) At the end of the said school term; or(ii) At least two weeks before the end of the said school term.

- (d) A Principal is required to give the same notice of termination to their Employer as set out in **paragraph 28.1(c)**.
- (e) The above will not affect the right of the Employer to summarily dismiss any Principal for serious misconduct and in such case salary will be paid up to the time of dismissal only.

28.2 PAYMENT ON TERMINATION

- (a) Principals will, upon termination of employment be paid all salary or wages and other monies due, including any payments which may be due in lieu of annual leave (under the applicable provisions of **clauses 19, 20 or 21**) and/or long service leave.
- (b) If a Principal fails to give the notice specified in **paragraph 28.1(d)**, the Employer may withhold from any amounts payable under this Agreement, an amount for the period of notice not given by the Principal. Any such deduction made by an Employer must be authorised by the Principal in accordance with section 324 of the Act.

28.3 STATEMENT OF SERVICE

- (a) On termination of employment the Employer will, on request, provide a Principal with a Statement of Service.

- (b) Upon request, a casual Principal will be supplied with a Statement of Service which sets out the number of days of duty undertaken by the Principal during the period of engagement.

29. REDUNDANCY PAY

29.1 Where a Principal's employment is to be terminated due to redundancy, the Employer (subject to an application and further order of the FWC as set out in **subclauses 29.2 and 29.3**), will pay the following redundancy pay in respect of a continuous period of service:

- (a) Where a Principal is **under 45 years of age**, the Employer will pay in accordance with the following scale:

YEARS OF SERVICE	ENTITLEMENT
less than 1 year	Nil
1 year and less than 2 years	4 weeks
2 years and less than 3 years	7 weeks
3 years and less than 4 years	10 weeks
4 years and less than 5 years	12 weeks
5 years and less than 6 years	14 weeks
6 years and over	16 weeks

- (b) Where a Principal is **45 years of age and over**, the entitlement will be in accordance with the following scale:

YEARS OF SERVICE	ENTITLEMENT
less than 1 year	Nil
1 year and less than 2 years	5 weeks
2 years and less than 3 years	8.75 weeks
3 years and less than 4 years	12.5 weeks
4 years and less than 5 years	15 weeks
5 years and less than 6 years	17.5 weeks
6 years and over	20 weeks

- (c) 'Weeks' means the all-purpose weekly rate of pay for the Principal concerned at the date of termination, and will include, in addition to the ordinary rate of pay, over Agreement payments and allowances provided for in this Agreement.

29.2 INCAPACITY TO PAY

- (a) Subject to an application by the Employer and further order of the FWC, an Employer may pay a lesser amount (or no amount) of redundancy pay than that contained in **subclause 29.1**.

- (b) The FWC will have regard to such financial and other resources of the Employer concerned as the FWC thinks relevant, and the probable effect paying the amount of redundancy pay in **subclause 29.1** will have on the Employer.

29.3 ALTERNATIVE EMPLOYMENT

Subject to an application by the Employer and further order of the FWC, an Employer may pay a lesser amount (or no amount) of redundancy pay than that contained in **subclause 29.1** if the Employer obtains acceptable alternative employment for a Principal.

29.4 TRANSFER TO LOWER PAID DUTIES

Where a Principal is transferred to lower paid duties following the process set out in **Clause 31 – Consultation Regarding Major Workplace Change**, the Principal will be entitled to the same period of notice of transfer as the Principal would have been entitled to if the Principal's employment had been terminated, and the Employer may, at the Employer's option, make payment in lieu thereof of an amount equal to the difference between the former ordinary time rate of pay and the new ordinary time rate for the number of weeks of notice still owing.

29.5 TIME OFF DURING THE NOTICE PERIOD

- (a) A Principal given notice of termination by the Employer in circumstances of redundancy must be allowed up to one day off without loss of pay during each week of notice, to a maximum of five weeks, for the purpose of seeking other employment.
- (b) If the Principal has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the Principal will, at the request of the Employer, be required to produce proof of attendance at an interview or the Principal will not receive payment for the time absent.

29.6 PRINCIPAL LEAVING DURING THE NOTICE PERIOD

A Principal given notice of termination in circumstances of redundancy may terminate their employment during the period of notice. The Principal is entitled to receive the benefits and payments they would have received under this clause had they remained in employment until the expiry of the notice, but is not entitled to payment in lieu of notice.

29.7 NOTICE TO CENTRELINK

An Employer must provide written notice to Centrelink as required by section 530 of the Act.

29.8 CENTRELINK EMPLOYMENT SEPARATION CERTIFICATE

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

PART 8 - CONSULTATION, DISPUTE RESOLUTION AND OTHER MATTERS

30. DISPUTE RESOLUTION PROCEDURES

30.1 In the event of a dispute about a matter under:

- (a) this Agreement; or
- (b) a matter arising under the NES;

the following procedure shall be followed.

STEP 1

30.2 In the first instance the parties should attempt to resolve the matter at the workplace by discussions between the Principal or Principals concerned and the relevant supervisor, where appropriate. If such discussions do not resolve the dispute, the parties will endeavour to resolve the dispute in a timely manner through discussions between the Principal or Principals concerned and senior management (which may include senior CEO/CSO staff) as appropriate.

STEP 2

30.3 If a dispute is unable to be resolved at the workplace, and all appropriate steps under **subclause 30.2** have been taken, a party to the dispute may refer the dispute to the FWC.

30.4 The FWC may deal with the dispute in two stages:

- (a) The FWC will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
- (b) If the FWC is unable to resolve the dispute at the first stage, the FWC may then, on application of either party:
 - (i) arbitrate the dispute; and
 - (ii) make a determination that is binding on the parties.

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

30.5 An Employer or Principal may appoint another person, organisation or association to accompany and/or represent them for the purpose of this clause. Where the Principal appoints the Union, the Union shall be a party to the dispute.

- 30.6 While the dispute resolution procedure is being conducted, work must continue in accordance with this Agreement and the Act. Subject to applicable work health and safety legislation, a Principal must not unreasonably fail to comply with a direction by the Employer to perform work, whether at the same or another workplace that is safe and appropriate for the Principal to perform.

31. CONSULTATION REGARDING MAJOR WORKPLACE CHANGE

31.1 This clause applies if:

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

31.2 The Employer must notify the relevant Principals and the Union, of the decision to introduce the major change. The Employer will notify Principals of their right to appoint a representative for the purposes of consultation, and if a Principal advises the Employer of the identity of the representative, the Employer must recognise the representative.

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

- (a) discuss with the relevant Principals:
 - (i) the introduction of the change;
 - (ii) the effect the change is likely to have on the Principals;
 - (iii) measures the Employer is taking to avert or mitigate the adverse effects of the change on the Principals; and
- (b) for the purposes of the discussion — provide, in writing, to the relevant Principals, and where appointed as a representative, the Union:
 - (i) all relevant information about the change including the nature of the change proposed;
 - (ii) information about the expected effects of the change on the Principals;
 - (iii) where a change involves the termination of a Principal's employment, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of Principals likely to be affected, and the number of Principals normally employed, and the period over which the terminations are likely to be carried out; and
 - (iv) any other matters likely to affect the Principals.

31.4 The Employer is not required to disclose confidential or commercially sensitive information to the relevant Principals or their representative.

31.5 The Employer must give prompt and genuine consideration to matters raised about the major change by the relevant Principals or their representative.

31.6 In this clause, a major change is likely to have a significant effect on Principals if it results in:

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

31.7 In this clause, 'relevant Principals' means the Principals who may be affected by the major change.

32. CONSULTATION ABOUT CHANGE TO REGULAR OR ORDINARY HOURS OF WORK

32.1 Where the Employer proposes to introduce a change to the regular roster or ordinary hours of work of Principals, the Employer must consult with the Principal or Principals affected and their representatives, if any, about the proposed change. If the Principal is a member of the Union, the Principal may appoint the Union to be their representative.

32.2 The Employer must:

- (a) provide to the Principal or Principals affected and their representatives, if any, all relevant information about the proposed change (for example, information about the nature of the change to the Principal's regular roster or ordinary hours of work and when that change is proposed to commence), and information about what the Employer reasonably believes will be the effects of the change on the Principals;
- (b) invite the Principal or Principals affected and their representatives, if any, to give their views about the impact of the proposed change (including any impact in relation to their family or caring responsibilities); and
- (c) give prompt and genuine consideration to any views about the impact of the proposed change that are given by the Principal or Principals concerned and/or their representatives.

32.3 The requirement to consult under this clause does not apply where a Principal has irregular, sporadic or unpredictable working hours.

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

33. FAIR PROCEDURES

33.1 DEFINITIONS

For the purpose of this clause:

- (a) **‘Child’** means a person under the age of 18 years.
- (b) **‘Exempt Allegation’** means an allegation which is not reportable conduct pursuant to the *Children’s Guardian Act 2019* (NSW). An exempt allegation includes:
 - (i) conduct that is reasonable for the purposes of discipline, management or care of a child, having regard to the age, maturity, health or other characteristics of the child and to any relevant code of conduct or professional standard; or
 - (ii) the use of physical force if, in all the circumstances, the physical force is trivial or negligible, and the circumstances in which it was used have been investigated and the result of the investigation recorded in accordance with appropriate procedures; or
 - (iii) conduct of a class or kind exempted from being reportable conduct by the Children’s Guardian under section 30 of the *Children’s Guardian Act 2019* (NSW).
- (c) **‘Reportable Allegation’** means an allegation of reportable conduct against a Principal or an allegation of misconduct that may involve reportable conduct, whether or not the conduct is alleged to have occurred in the course of the Principal’s employment with the Employer.
- (d) **‘Reportable Conduct’** as defined in the *Children’s Guardian Act 2019* (NSW) means:
 - (i) a sexual offence;
 - (ii) sexual misconduct;
 - (iii) ill-treatment of a child;
 - (iv) neglect of a child;
 - (v) an assault against a child;
 - (vi) an offence under section 43B or 316A of the *Crimes Act 1900* (NSW); or
 - (vii) behaviour that causes significant emotional or psychological harm to a child.

33.2 PROCEDURAL FAIRNESS FOR PRINCIPALS IN DEALING WITH REPORTABLE ALLEGATIONS AND EXEMPT ALLEGATIONS

- (a) Subject to **paragraph 33.2(c)**, a Principal, against whom a reportable allegation or an exempt allegation has been made in the course of employment, is to be informed by his or her Employer (or the person delegated by his or her Employer to

do so) of the reportable allegation or exempt allegation made against them. The Principal will be given:

- (i) an opportunity to respond to the reportable allegation or exempt allegation; and
 - (ii) sufficient information to enable them to respond to the matters alleged against him/her. He or she must be given full details unless the Police or other government agency involved in the investigation of the matters alleged against the Principal, have otherwise directed the Employer not to do so.
- (b) Where an interview is required, the Principal shall be advised in advance of the general purpose of any interview relevant to the reportable allegation or exempt allegation, the names and positions of persons who will be attending the interview; the right to be accompanied by a person of the Principal's choice (a witness). The Principal will be given sufficient notice of the proposed meeting time to allow such witness to attend. Such witness may be a Union representative.
- (c) Nothing in this **subclause 33.2** will require an Employer to act contrary to any written advice or notice given by the Police or government agency in accordance with sections 31 – 33 of the *Children's Guardian Act 2019* provided that:
- (i) the Employer is acting in accordance with such written advice or notice; and
 - (ii) such written advice or notice has not expired or been revoked or withdrawn.

33.3 ACCESS TO FILES

The Principal may, subject to giving reasonable notice, inspect a file in regard to a reportable allegation or exempt allegation pursuant to the *Children's Guardian Act 2019* (NSW):

- (a) Such Principal is to be informed by his or her Employer of the location of any files that the Employer holds relating to the Principal, concerning a reportable allegation or an exempt allegation made against the Principal;
- (b) Access is limited to the documents relevant to the adverse finding that was made and not the entire file;
- (c) The Employer may redact, restrict or withhold access to any such file, or part of a file, where the Employer has reason to believe that the provision of access would either:
 - (i) compromise or put at risk the welfare or safety of a child who is the alleged victim or subject of the reportable allegation or exempt allegation; or
 - (ii) compromise or put at risk the wellbeing or safety of another Principal, another child, a parent or a member of the community who is the alleged victim, the reporter of the allegation, or a witness in the investigation; or

- (iii) contravene any statutory provision, or guideline or policy directive of a government authority or agency, in relation to the reporting or investigation, including police criminal investigation, of any reportable allegation or exempt allegation; or
- (iv) prevent the Employer from conducting or completing the investigation or reporting the details of a reportable allegation or an exempt allegation against a Principal, in compliance with any statutory requirement.

33.4 RESPONSE TIME

- (a) The Principal must raise any concerns with the Employer, including submitting any further documentation, within 10 working days of inspecting the relevant file or part of the file.
- (b) The Employer must provide a response to the concerns raised by the Principal, place such documentation on the file and consider any material so raised with respect to the impact, if any, on the finding so made.

33.5 ADDITIONAL DOCUMENTATION FROM PRINCIPAL

- (a) A Principal against whom a reportable allegation or an exempt allegation has been made may submit to his or her Employer documentation, in response to the matters alleged against him or her.
- (b) The Employer must place such documentation on the file held by the Employer concerning the reportable allegation or exempt allegation made against the Principal.

33.6 CONFIDENTIALITY OF DOCUMENTS AND FILES

The Employer must implement procedures to safeguard the confidentiality of any file held by the Employer concerning any reportable allegation or exempt allegation made against a Principal.

33.7 ARCHDIOCESE OF CANBERRA AND GOULBURN

- (a) In respect of Principals who work in the ACT, a reference in this clause to 'reportable conduct' will be as defined in the *Ombudsman Act 1989* (ACT) and means conduct:
 - (i) engaged in by a Principal of a designated entity, whether or not in the course of employment with the Employer; and
 - (ii) that results in any of the following, regardless of a child's consent:
 - (A) ill treatment or neglect of the child;
 - (B) exposing or subjecting the child to behaviour, or a circumstance, that psychologically harms the child;

- (C) exposing or subjecting the child to misconduct of a sexual nature that does not form part of an offence mentioned in **subparagraph 33.7(a)(ii)(D)**;
 - (D) an offence against the provisions of Parts 2, 3, 4 or 5 of the *Crimes Act 1900* (ACT) for which the child is either present or a victim at the time of the conduct; or
 - (E) an offence against section 166 or 167 of the *Education and Care Service National Law* (ACT).
- (b) In respect of Principals who work in the ACT, a reference in this clause to ‘exempt allegation’ will be read as conduct excluded from the definition of ‘reportable conduct’ under the *Ombudsman Act 1989* (ACT) which does not include conduct:
- (i) that is reasonable discipline, management or care of a child taking into account the characteristics of the child, and any relevant code of conduct or professional standard that at the time applied to the discipline, management or care of the child; or
 - (ii) if the conduct is investigated and recorded as part of workplace procedure - that is trivial or negligible; or
 - (iii) prescribed by regulation.

SCHEDULE A - MONETARY RATES

TABLE 1 – PRINCIPALS’ SALARIES

Enrolment Band	Level	Annual Salary from the first full pay period on or after 1/1/22 \$	Fortnightly Salary from the first full pay period on or after 1/1/22* \$	Annual Salary from the first full pay period on or after 1/7/22 \$	Fortnightly Salary from the first full pay period on or after 1/7/22* \$
Band 1 1-100 Students	Foundation	150,248	5,762.94	150,624	5,777.36
	Accomplished	158,156	6,066.26	158,552	6,081.45
Band 2 101-300 Students	Foundation	162,829	6,245.50	163,237	6,261.15
	Accomplished	171,400	6,574.25	171,829	6,590.71
Band 3 301-450 Students	Foundation	167,784	6,435.55	168,204	6,451.67
	Accomplished	176,615	6,774.27	177,057	6,791.23
Band 4 451-600 Students	Foundation	172,740	6,625.64	173,172	6,642.22
	Accomplished	181,831	6,974.34	182,286	6,991.80
Band 5 601-900 Students	Foundation	182,234	6,989.80	182,690	7,007.29
	Accomplished	191,826	7,357.71	192,306	7,376.13
Band 6 901-1200 Students	Foundation	187,074	7,175.44	187,542	7,193.40
	Accomplished	196,920	7,553.10	197,413	7,572.01
Band 7 1201-1500 Students	Foundation	194,877	7,474.73	195,365	7,493.46
	Accomplished	205,134	7,868.15	205,647	7,887.84
Band 8 1501+ Students	Foundation	203,004	7,786.45	203,512	7,805.94
	Accomplished	213,689	8,196.29	214,224	8,216.82

Enrolment Band	Level	Annual Salary from the first full pay period on or after 1/1/23	Fortnightly Salary from the first full pay period on or after 1/1/23*	Annual Salary from the first full pay period on or after 9/10/23	Fortnightly Salary from the first full pay period on or after 9/10/23*
		\$	\$	\$	\$
Band 1 1-100 Students	Foundation	154,450	5,924.11	166,806	6,398.04
	Accomplished	162,580	6,235.95	175,586	6,734.81
Band 2 101-300 Students	Foundation	167,384	6,420.21	180,775	6,933.84
	Accomplished	176,194	6,758.13	190,290	7,298.80
Band 3 301-450 Students	Foundation	172,477	6,615.56	186,275	7,144.80
	Accomplished	181,555	6,963.76	196,079	7,520.84
Band 4 451-600 Students	Foundation	177,571	6,810.95	191,777	7,355.84
	Accomplished	186,917	7,169.42	201,870	7,742.96
Band 5 601-900 Students	Foundation	187,331	7,185.30	202,317	7,760.11
	Accomplished	197,191	7,563.50	212,966	8,168.56
Band 6 901-1200 Students	Foundation	192,306	7,376.13	207,690	7,966.20
	Accomplished	202,428	7,764.37	218,622	8,385.51
Band 7 1201-1500 Students	Foundation	200,328	7,683.82	216,354	8,298.51
	Accomplished	210,871	8,088.21	227,741	8,735.28
Band 8 1501+ Students	Foundation	208,682	8,004.25	225,377	8,644.60
	Accomplished	219,666	8,425.55	237,239	9,099.58

* Fortnightly salary calculated in accordance with **subclause 13.1** - annual salary multiplied by 14 and divided by 365, rounded to two decimal places.

TABLE 2 - ALLOWANCES

The rates below will be calculated on a daily basis:

Travel Allowance	Rate on and from the commencement date
Less than 100km	\$0.84 per km
100km and over	\$0.64 per km

ANNEXURE A

PERSONAL/CARER'S LEAVE SYSTEMIC SCHOOLS AND PORTABILITY (NSW/ACT CATHOLIC PARTICIPATING NSW/ACT CATHOLIC INDEPENDENT SCHOOLS)

1. APPLICATION

- (a) This Annexure sets out Personal/Carer's Leave portability for Principals who were previously employed by a Participating Employer.
- (b) This Annexure establishes obligations on the Employers covered by this Agreement to recognise Personal/Carer's Leave portability for Principals.
- (c) Principals who intend on terminating their employment and obtaining employment with a new Employer should always refer to their proposed new Employer's industrial instruments for information about whether leave entitlements can be transferred.
- (d) A 'Participating Employer' includes:
 - (i) Trustees of the Roman Catholic Church for the Diocese of Armidale trading as Armidale Catholic Schools;
 - (ii) Trustees of the Roman Catholic Church for the Diocese of Bathurst;
 - (iii) The Trustees of the Roman Catholic Church for the Diocese of Broken Bay;
 - (iv) Trustees of the Roman Catholic Church for the Archdiocese of Canberra and Goulburn;
 - (v) Diocese of Lismore Catholic Schools Limited;
 - (vi) Trustees of the Roman Catholic Church for the Diocese of Maitland-Newcastle, trading as the Diocese of Maitland-Newcastle Catholic Schools Office;
 - (vii) Sydney Catholic Schools Limited ACN 619 137 343 as trustee for Sydney Catholic Schools Trust ABN 26 158 447 082;
 - (viii) Catholic Schools Parramatta Diocese Limited;
 - (ix) Trustees of the Roman Catholic Church for the Diocese of Wagga Wagga;
 - (x) The Trustees of the Roman Catholic Church for the Diocese of Wilcannia-Forbes; and

(xi) Trustees of the Roman Catholic Church as Trustees for the Wollongong Diocese Catholic School System trading as Catholic Education Diocese of Wollongong.

(e) The NSW Catholic Independent Schools Employers listed below for Teachers and Principals only:

Brigidine College, St Ives	Chevalier College, Bowral
Christian Brothers High School, Lewisham	Edmund Rice College, Wollongong
Holy Saviour School, Greenacre	Mater Dei, Camden
Mount St Benedict College, Pennant Hills	Oakhill College, Castle Hill
Our Lady of Mercy College, Parramatta	Red Bend Catholic College, Forbes
Rosebank College, Five Dock	Santa Sabina College, Strathfield
St Dominic's College, Penrith	St Edmund's School, Wahroonga
St Edward's College, East Gosford	St Gabriel's School, Castle Hill
St Gregory's College, Campbelltown	St Joseph's College, Hunters Hill
St Lucy's School, Wahroonga	St Mary Star of the Sea College, Wollongong
St Patrick's College, Campbelltown	St Patrick's College, Strathfield
St Paul's International College, Moss Vale	St Pius X College, Chatswood
St Scholastica's College, Glebe	St Vincent's College, Potts Point
The John Berne School, Lewisham	Trinity Catholic College, Lismore
Waverley College, Waverley	St Charbel's College, Punchbowl
St Augustine's College, Brookvale	Wollongong Flexible Learning Centre, Towradgi
St Mary's Flexible Learning Centre, St Marys	St Laurence Flexible Learning Centre, Broadmeadow
Pambula Flexible Learning Centre, Pambula	

(f) The ACT Catholic Independent Schools Employers listed below for Teachers and Principals only:

Daramalan College, Dickson
The Trustees of the Marist Brothers trading as Marist Schools Australia on behalf of Marist College Canberra
The Trustees of Edmund Rice Education Australia trading as St Edmund's College, Canberra.

2. OPERATION

- (a) An Employee, who was previously employed with another Participating Employer on a full-time, part-time or temporary basis, will be entitled to portability of Personal/Carer's Leave as follows.
- (b) Untaken paid personal/carers that has accumulated with the previous participating Employer will be credited to the Employee as accumulated personal/carers leave on the commencement of their employment with the

Employer. The maximum personal/carer's leave portable from a Participating Employer will be 150 days.

- (c) For an Employee to be eligible for portability of personal/carer's leave under this clause, the Employee must satisfy the following criteria:
- (d) The Employee has commenced employment with the Employer within six months or two terms, whichever is the greater, of the termination of the Employee's employment with the other Participating Employer.
- (e) The former Participating Employer will provide to each Employee, on the termination of the Employee's employment, a completed version of the form set out below and the Employee will provide the original completed form to the new Employer within four school weeks of the commencement of employment with the new Employer.

PERSONAL/CARER’S LEAVE PORTABILITY – EMPLOYER CERTIFICATE

Note: Under this Arrangement, the maximum personal/carer’s leave portable from a Participating Employer will be 150 days

Part to be completed by former Participating Catholic Employer

[NAME OF EMPLOYEE] was employed by the Employer as [INSERT POSITION TITLE] on [INSERT COMMENCEMENT DATE] and ceased work on [INSERT DATE].

At that time untaken personal/carer’s leave over the preceding [INSERT NUMBER] years of continuous service is as follows:

Set Out Record

For example, for Catholic Independent School Employers:

	NUMBER OF UNTAKEN PERSONAL/CARER’S LEAVE DAYS
Last year of employment	
Year 2 accumulation	
Year 3 accumulation	
Year 4 accumulation	
Year 5 accumulation	
Year 6 accumulation	
(etc up to 15 years if necessary)	

For example, for Catholic Diocesan Employers:

Total untaken paid personal/carer’s leave as at last day of service: [INSERT DAYS]

Signature of Employer: _____ Date : _____

Part to be completed by Employee

I, [INSERT NAME OF EMPLOYEE] was formerly employed by [INSERT NAME OF PARTICIPATING EMPLOYER] from [INSERT COMMENCEMENT DATE] to [INSERT LAST DAY OF EMPLOYMENT].

Signature of Employee: _____ Date : _____

ANNEXURE B

CATHOLIC SCHOOLS INTRASTATE LONG SERVICE LEAVE PORTABILITY ARRANGEMENT

1. APPLICATION

THIS ANNEXURE WILL APPLY TO:

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

2. OBJECTIVE

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

3. DEFINITIONS

For the purpose of this Annexure:

- (a) **'Employer'** means any Catholic Systemic School or Catholic Independent School listed in **clause 6** to this Annexure.
- (b) **'Former Employer'** means any Employer listed in **clause 6** to this Annexure on the day of an employee's last termination of employment.
- (c) **'New Employer'** means any Employer listed in **clause 6** to this Annexure immediately following an employee's last termination of employment.

- (d) **‘Service’** means service as an adult within the terms of the Long Service Leave Act 1955 (NSW), as applicable as at the date of this Agreement.
- (e) **‘Employee’** means any person employed in a Catholic school listed in **clause 6** or in a Catholic school, Catholic Education Office or Catholic Schools Office operated by an Employer listed in **clause 6** of this Annexure and who is eligible to be enrolled as a member of the Union.
- (f) **‘Union’** means the Independent Education Union of Australia.

4. LONG SERVICE LEAVE PORTABILITY

- 4.1** Entitlement to Long Service Leave will be in accordance with the provisions of the Act, the Long Service Leave Act 1955 (NSW), the Long Service Leave Act 1975 (ACT) and any applicable enterprise agreement and any enterprise agreement (including any amendments or replacements of the legislation or industrial instruments) that applies to any Employer.
- 4.2** Continuous service with an Employer as at the operative date of this Agreement, will be recognised by another Employer for the purpose of this Annexure provided that:
 - (a) The Employee has completed an initial qualifying period (the “Initial Qualifying Period”) of:
 - (i) at least one year of continuous service with a participating Employer listed in **clause 7** of this Annexure; or
 - (ii) at least five years of continuous service with a participating Employer listed in **clause 8** of this Annexure.
 - (b) An Employee will only be entitled to the portability of his or her long service leave where he or she commences employment with a New Employer and no more than the equivalent of two full school terms have elapsed between ceasing employment with the Former Employer and commencing employment with a New Employer.
 - (c) Service prior to the Initial Qualifying Period will not be counted for the purpose of calculating long service leave entitlements in accordance with **paragraph 4.2(a)**.
- 4.3** Notwithstanding an Employee may have taken all or part of their accrued long service leave with their Former Employer or may have been paid out on termination all or part of their long service leave by their Former Employer, the Employee’s period of continuous service with the Former Employer will be recognised by the New Employer for the purposes of calculating any entitlement to long service leave.
- 4.4** Prior service will be recognised by the New Employer on the understanding that the Employee is not entitled to take or be paid long service leave which they have already taken or been paid by their Former Employer.

- 4.5** Notwithstanding the provisions of **subclause 4.2**, where the Former Employer has a different rate of accumulation of long service leave to the New Employer, the following will occur:
- (a) Service with the Former Employer will be recognised as service with the New Employer; and
 - (b) The accrued entitlement to long service leave recognised by the New Employer will be that which the Employee had accrued at the date of ceasing employment with the Former Employer.

5. ADMINISTRATIVE ARRANGEMENTS

- 5.1** Upon notification of termination the Employer will provide eligible Employees with the following documentation:
- (a) Prescribed form as set out in **Attachment A** of this Annexure;
 - (b) Information sheet as set out in **Attachment B** of this Annexure;
 - (c) Details of the Employee's long service leave entitlements (refer **paragraphs 5.5(a) to 5.5(f)** below).
- 5.2** An Employee who is eligible to an entitlement to long service leave and/or has completed an initial qualifying period and terminates his/her services with an Employer and accepts a position as an Employee with a New Employer, may elect to make an application in accordance with this clause.
- 5.3** The Employee will make an application in accordance with this Annexure in the prescribed form as specified in **Attachment A** of this Annexure and submit it to the New Employer within 14 days of commencing duties as an employee with the New Employer.
- 5.4** The New Employer will forward the completed application to the Former Employer.
- 5.5** On receipt of an application, the Former Employer will advise the New Employer of the following details in relation to the applicant:
- (a) The period of service with the Former Employer;
 - (b) Details of other periods of service with any other employer (the details of which will be supplied by the employee to the Former Employer);
 - (c) Details of the calculation of the monetary entitlement which is to be made in recognition of continuous service (including the ordinary rate of pay with the former employer);
 - (d) The date of termination of employment;
 - (e) Details of past long service leave taken by the Employee; and
 - (f) The number of days or hours long service leave accumulated by the Employee on termination and the Employee's full-time equivalent load on termination.

- 5.6 The Former Employer will remit within three months of the termination of employment of the Employee as specified in **paragraph 5.5(d)**, the value of the monetary entitlement as specified in **paragraph 5.5(c)** to the New Employer.
- 5.7 The Former Employer will advise the New Employer and the Employee when the transfer has been affected.

6. PARTIES TO THE ANNEXURE THE CATHOLIC DIOCESAN SYSTEM AUTHORITY OF

THE CATHOLIC DIOCESAN SYSTEM AUTHORITY OF

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

CATHOLIC INDEPENDENT SCHOOLS

The John Berne School, Lewisham	St Charbel's College, Punchbowl
Dunlea Centre, Engadine	
Brigidine College, St Ives	St Dominic's College, Penrith
Chevalier College, Bowral	St. Edward's College, Gosford
Christian Brothers High School, Lewisham	St. Edmund's College Canberra
Daramalan College, Dickson, ACT	St. Edmund's School, Wahroonga
Edmund Rice College, Wollongong	St. Gabriel's School, Castle Hill
Holy Saviour School, Greenacre	St. Gregory's College, Campbelltown
Kincoppal-Rose Bay School of the Sacred Heart, Rose Bay	St. Joseph's College, Hunters Hill
Marist College, Canberra	St. Lucy's School, Wahroonga
Mater Dei School, Camden	St. Maroun's School, Dulwich Hill
Monte Sant' Angelo Mercy College, North Sydney	St Mary Star of the Sea College, Wollongong
Mount St. Benedict College, Pennant Hills	St Paul's International College, Moss Vale
	St. Patrick's College, Strathfield
Oakhill College, Castle Hill	St. Patrick's College, Campbelltown
Maronite College of the Holy Family, Paramatta	St. Pius X College, Chatswood
Our Lady of Mercy College, Parramatta	St. Scholastica's College, Glebe Point
Red Bend Catholic College, Forbes	St. Stanislaus' College, Bathurst
Rosebank College, Five Dock	St Vincent's College, Potts Point
Santa Sabina College, Strathfield	Trinity Catholic College, Lismore
Stella Maris College, Manly	Waverley College, Waverley

St Augustine's College, Brookvale	Wollongong Flexible Learning Centre, Towradgi
St Mary's Flexible Learning Centre, St Marys	St. Laurence Flexible Learning Centre, Broadmeadow
Pambula Flexible Learning Centre, Pambula Beach	

7. ONE YEAR QUALIFYING PERIOD

THE CATHOLIC DIOCESAN SYSTEM AUTHORITY OF

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

CATHOLIC INDEPENDENT SCHOOLS

The John Berne School, Lewisham	
Dunlea Centre, Engadine	St Dominic's College, Penrith
Brigidine College, St Ives	St. Edward's College, Gosford
Chevalier College, Bowral	St. Edmund's College Canberra
Christian Brothers High School, Lewisham	St. Edmund's School, Wahroonga
Daramalan College, Dickson, ACT	St. Gabriel's School, Castle Hill
Edmund Rice College, Wollongong	St. Gregory's College, Campbelltown
Holy Saviour School, Greenacre	St. Joseph's College, Hunters Hill
Kincoppal-Rose Bay School of the Sacred Heart, Rose Bay	St. Lucy's School, Wahroonga
Marist College, Canberra	St. Maroun's School, Dulwich Hill
Mater Dei School, Camden	St Mary Star of the Sea College, Wollongong
Mount St. Benedict College, Pennant Hills	St Paul's International College, Moss Vale
	St. Patrick's College, Strathfield
Oakhill College, Castle Hill	St. Patrick's College, Campbelltown
Maronite College of the Holy Family, Paramatta	St. Pius X College, Chatswood
Our Lady of Mercy College, Parramatta	St. Scholastica's College, Glebe Point
Rosebank College, Five Dock	St Vincent's College, Potts Point
Santa Sabina College, Strathfield	Trinity Catholic College, Lismore
Stella Maris College, Manly	Waverley College, Waverley
St Augustine's College, Brookvale	St. Stanislaus' College, Bathurst
St Charbel's College, Punchbowl	St. Laurence Flexible Learning Centre, Broadmeadow

Wollongong Flexible Learning Centre, Towradgi	St Mary's Flexible Learning Centre, St Marys
Pambula Flexible Learning Centre, Pambula	

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

8. FIVE YEAR QUALIFYING PERIOD CATHOLIC INDEPENDENT SCHOOLS

Monte Sant' Angelo Mercy College, North Sydney

Red Bend Catholic College, Forbes

ATTACHMENT A to Annexure B

LONG SERVICE LEAVE PORTABILITY FORM

Within 14 days of commencing duties as an Employee with the New Employer, the Employee must complete Part One of this form and provide this form to the New Employer.

The New Employer will complete Part Two, retain a copy, and forward the form to the Former Employer

PART ONE (TO BE COMPLETED BY THE EMPLOYEE)

I, *[INSERT NAME OF EMPLOYEE]* was until *[INSERT LAST DAY OF EMPLOYMENT WITH FORMER EMPLOYER]* employed at *[INSERT NAME OF FORMER SCHOOL/COLLEGE/EMPLOYER]*.

As from *[INSERT START DATE OF EMPLOYMENT WITH NEW EMPLOYER]* I have been/will be employed by *[INSERT NAME OF NEW SCHOOL/COLLEGE/NEW EMPLOYER]*.

I apply for portability of Long Service Leave entitlements and recognition of eligible service in accordance with the Catholic Schools Intrastate Long Service Leave Portability Arrangement.

I agree that all amounts of leave which may be due to me pursuant to the Long Service Leave Act 1955 (NSW) or the Long Service Leave Act 1976 (ACT), the Annexure or any enterprise agreement may be remitted to my New Employer and I AUTHORISE AND DIRECT my Former Employer to remit such amounts to my New Employer.

In consideration of the payment of the said amount to the New Employer:

- (a) I RELEASE AND DISCHARGE my Former Employer from all actions, claims, proceedings and demands of whatsoever nature arising from any amounts which my Former Employer would have been required to pay me under the Act, the Annexure/Enterprise Agreement or any enterprise agreement but for this agreement and I indemnify and agree to keep indemnified my Former Employer from all such actions, claims, proceedings or demands.
- (b) I AGREE that no long service leave will be given to me or payment made in lieu thereof until such time as I become entitled to the said leave or payment by virtue of the provisions of the Act, the Annexure/Enterprise Agreement or any enterprise agreement or the Catholic Schools Intrastate Long Service Leave Portability Arrangement or as agreed between the New Employer and myself.

DATED THIS _____ day of _____ 20_____

SIGNED _____

ADDRESS _____

PART TWO (TO BE COMPLETED BY THE NEW EMPLOYER)

I, *[INSERT NAME OF AUTHORISED EMPLOYER REPRESENTATIVE]* for and on behalf of *[INSERT NAME OF NEW EMPLOYER]* (New Employer) with full authority to act on behalf of the New Employer in this regard, in consideration of the Employee agreeing to employment by the New Employer and in consideration of the payment to the New Employer of the Long Service Leave payments in respect of the New Employee do AGREE and UNDERTAKE to give to the New Employee any Long Service Leave (or payments in lieu of Long Service Leave), which he/she may be entitled under the Act, this Agreement or any enterprise agreement and the agreement, notwithstanding that the New Employer may no longer be a party to the agreement at the time such leave or payment becomes due.

Dated this _____ day of _____ 20_____

SIGNED _____, for and on behalf of
the New Employer.

TITLE _____

ATTACHMENT B to Annexure B

EMPLOYEE INFORMATION SHEET

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

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

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

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

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

An Employee is required to apply for the transfer of long service leave entitlement and for the recognition of eligible service by completing the form which is attached (**Attachment A** of the Annexure) and providing it to their New Employer within 14 days of the commencement of their duties.

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

SIGNED for and on behalf of the Independent Education Union by an authorised person in the presence of



Signature of authorised person

Carol Matthews
485 - 501 Wattle Street
Ultimo NSW 2007
NSW/ACT Branch Secretary, IEUA

Name and role title of authorised person



Signature of witness

DEBORAH WESTON

Name of witness

SIGNED for and on behalf of Trustees of the Roman Catholic Church Diocese of Armidale by an authorised person in the presence of



Signature of authorised person



Signature of witness

Ms Regina Menz
Director of Schools
131 Barney Street
ARMIDALE NSW 2350


Director of Catholic Schools
Diocese of Armidale

Name and role title of authorised person

Justin Matthews

Name of witness

SIGNED for and on behalf of Trustees of the Roman Catholic Church for the Diocese of Bathurst by an authorised person in the presence of



.....
Signature of authorised person

.....
Signature of witness

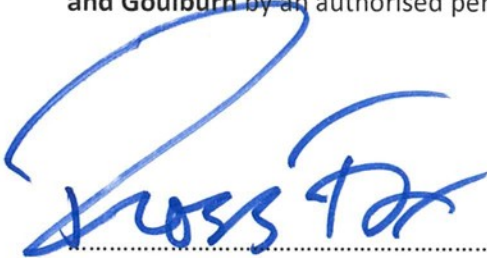
Christina Trimble
Executive Director of Schools
Catholic Education Diocese of Bathurst
225 Gilmour Street
Kelso NSW 2795

Angela D'Amore

.....
Name and role title of authorised person

.....
Name of witness

SIGNED for and on behalf of **Trustees of the Roman Catholic Church for the Archdiocese of Canberra and Goulburn** by an authorised person in the presence of



Signature of authorised person



Signature of witness

.....
Ross Fox

Director

Catholic Education, Archdiocese of Canberra and
Goulburn

55 Franklin Street

Manuka, ACT, 2603

.....
Natalie Harper

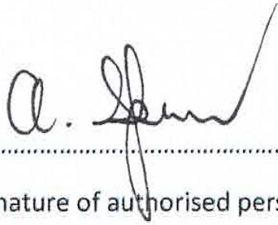
People and Culture Leader

Catholic Education, Archdiocese of Canberra and
Goulburn

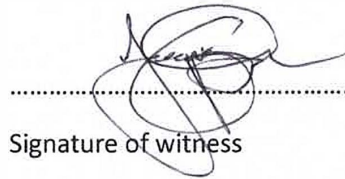
55 Franklin Street

Manuka, ACT, 2603

SIGNED for and on behalf of Diocese of Lismore Catholic Schools Limited by an authorised person in the presence of



Signature of authorised person



Signature of witness

Adam Spencer
Director of Catholic Schools (Chief Executive Officer)
Diocese of Lismore Catholic Schools Ltd
PO Box 158 (3 Dawson Street)
Lismore NSW 2480

Name and role title of authorised person


JACQUELINE COZIC

Name of witness

SIGNED for and on behalf of TRUSTEES OF THE ROMAN CATHOLIC CHURCH FOR THE DIOCESE OF
MAITLAND-NEWCASTLE TRADING AS THE DIOCESE OF MAITLAND-NEWCASTLE CATHOLIC SCHOOLS
OFFICE by an authorised person in the presence of



Signature of authorised person



Signature of witness

Sean Scanlon
Chief Executive Officer
841 Hunter Street
NEWCASTLE WEST NSW 2302

.....

Name and role title of authorised person

Kristy Boyle

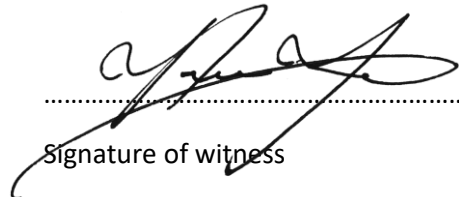
.....

Name of witness

SIGNED for and on behalf of Catholic Schools Diocese Parramatta Limited by an authorised person in the presence of



Signature of authorised person



Signature of witness

JACK DE GROOT

VERONICA TURNER

Name and role title of authorised person

Name of witness

Jack de Groot
Executive Director of Schools
Catholic Education Diocese Parramatta Limited
470 Bethany Street
North Parramatta NSW 2151

SIGNED for and on behalf of Trustees of the Roman Catholic Church for the Diocese of Wagga Wagga
by an authorised person in the presence of



.....
Signature of authorised person

.....
Signature of witness

Dr Andrew Watson
Director of Catholic Education
McAlroy House, 205 Tarcutta Street
Wagga Wagga NSW 2650

Anissa Weekes

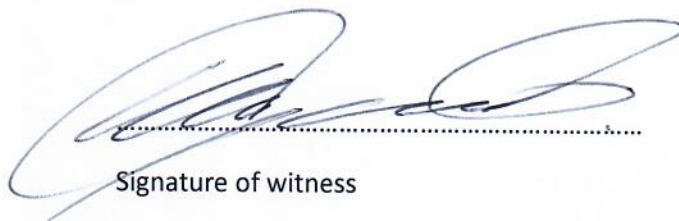
.....
Name and role title of authorised person

.....
Name of witness

SIGNED for and on behalf of The Trustees of the Roman Catholic Church for the Diocese of Wilcannia-Forbes by an authorised person in the presence of



Signature of authorised person



Signature of witness

Paula Leadbitter

Director of Catholic Education

15 Johnson Street

Forbes NSW 2871

Name and role title of authorised person

Malcolm Goodwin

Name of witness

SIGNED for and on behalf of the Trustees of the Roman Catholic Church as Trustees for the Wollongong Diocese Catholic Schools System, trading as Catholic Education Diocese of Wollongong by an authorised person in the presence of



Signature of authorised person

Peter Hill, Director of Schools
86-88 Market Street, Wollongong NSW 2500

.....
Name and role title of authorised person



Signature of witness

NICOLE RYAN

.....
Name of witness