



# DECISION

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

## **Catholic Commission for Employment Relations** (AG2017/6356)

### **CATHOLIC EDUCATION OFFICE, ARCHDIOCESE OF CANBERRA AND GOULBURN, ENTERPRISE AGREEMENT 2017**

Educational services

SYDNEY, 13 APRIL 2018

*Application for approval of the Catholic Education Office, Archdiocese of Canberra and Goulburn, Enterprise Agreement 2017.*

[1] An application has been made for approval of an enterprise agreement known as the *Catholic Education Office, Archdiocese of Canberra and Goulburn, Enterprise Agreement 2017* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Catholic Commission for Employment Relations. The Agreement is a single enterprise agreement.

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

[3] 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.

[4] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 20 April 2018. The nominal expiry date of the Agreement is 30 June 2020.



Printed by authority of the Commonwealth Government Printer

<AE427994 PR601976>

CATHOLIC EDUCATION OFFICE,  
ARCHDIOCESE OF CANBERRA AND  
GOULBURN, ENTERPRISE AGREEMENT 2017

## PART 1

### APPLICATION AND OPERATION

1. Title of the Agreement	5
2. Coverage	5
3. Term and Operation	5
4. Definitions	6
5. Individual Flexibility Arrangement	7
6. No Extra Claims	9
7. Access to the Agreement	9

## PART 2

### ROLE, SELECTION AND APPOINTMENT

8. Mission of Catholic Schools	10
9. Letter of Appointment	10
10. Right to Request Flexible Working Arrangements	11

## PART 3

### TERMS OF ENGAGEMENT

11. Employment of Employees	13
-----------------------------	----

## PART 4

### CLASSIFICATION STRUCTURE

12. Classification Structure	15
------------------------------	----

## PART 5

### PAY AND ALLOWANCES

13. Payment of Salary	21
14. Salaries and Rates of Pay	22
15. Allowances and Expense Related Entitlements	24
16. National Training Wage	26
17. Superannuation	26

## PART 6

### HOURS OF WORK

18. Hours of Work	29
19. Overtime for General Employees	30
20. Meal and Rest Breaks	32

## PART 7 LEAVE

21. Annual Leave	33
22. Public Holidays	33
23. Personal/Carer's Leave	34
24. Parental Leave and Related Entitlements	38
25. Long Service Leave	41
26. Other Leave	45

## PART 8 SUSPENSION AND TERMINATION OF EMPLOYMENT

27. Suspension	48
28. Termination of Employment	48
29. Redundancy Pay	50

## PART 9 CONSULTATION, DISPUTE RESOLUTION AND OTHER MATTERS

30. Dispute Resolution Procedures	53
31. Consultation Regarding Major Workplace Change	53
32. Consultation About Change to Regular Roster or Ordinary Hours of Work	55
33. Union Members and Representatives	55

## SIGNATURES TO THE AGREEMENT

### SCHEDULES

#### SCHEDULE A

Salaries & Allowances	58
-----------------------	----

**Table 1A – Salaries and Rates of Pay**

**Table 1B – Salaries and Rates of Pay – Averaged General Employees**

**Table 2 – Allowances**

#### SCHEDULE B

General Employees who Work Less Than 48 Weeks per Year	60
--	----

## ANNEXURES



ANNEXURE A	67
Personal/Carer's Leave Portability (NSW/ACT Catholic Systemic Schools and Participating NSW/ACT Catholic Independent Schools)	
ANNEXURE B	71
Catholic Schools Intrastate Long Service Leave Portability Arrangement	
ANNEXURE C	80
National Training Wage	

# PART 1

## APPLICATION AND OPERATION

---

### 1. TITLE OF THE AGREEMENT

The title of this Agreement is the *Catholic Education Office, Archdiocese of Canberra and Goulburn, Enterprise Agreement 2017*.

### 2. COVERAGE

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

- (a) The Employer being the Trustees of the Roman Catholic Church for the Archdiocese of Canberra and Goulburn;
- (b) Employees employed within the Catholic Education Office and all dedicated IT staff who are based in schools operated by the Employer.
- (c) The Union, its officers and its members, on application in accordance with section 183(1) of the Act.

2.2 This Agreement does not cover or apply to:

- (a) a person appointed as the Director of Catholic Education;
- (b) a person appointed as a Head of Service (however named);
- (c) a person appointed as Chief Officer Human Resource Services (however named);
- (d) a priest or member of a recognised religious order, not including a person who is an Employee and otherwise covered by this Agreement;
- (e) a person whose usual location of work is in a registered school or trades skills centre, not including a person who is engaged as IT staff;
- (f) a person who is employed to work in Early Learning Centres, Pre-Schools, or Before and After School Care and Vacation Care centres;
- (g) a person who is a volunteer or contractor;
- (h) school based psychologists or counsellors.

### 3. TERM AND OPERATION

#### 3.1 TERM

This Agreement will come into effect seven days after the date of approval by the FWC ('the commencement date') and will nominally

expire on 30 June 2020.

- 3.2 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.

### 3.3 SAVINGS CLAUSE

No Employee employed prior to the Commencement Date will, as a result of this Agreement receive a rate of pay that is less than what they would have otherwise received immediately prior to the Commencement Date.

### 3.4 RELATIONSHIP BETWEEN THE NATIONAL EMPLOYMENT STANDARDS AND THIS AGREEMENT

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

### 3.5 EMPLOYER POLICIES

Workplace documents, policies and procedures referred to in this Agreement are not incorporated and do not form part 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 *Catholic Education Office, Archdiocese of Canberra and Goulburn, Enterprise Agreement 2017*.
- **‘casual Employee’** means an employee engaged and paid as such.
- **‘Catholic Education Office’ or ‘CEO’** means the office(s) (however named) operated by the Employer where the provision of NSW and ACT Catholic Systemic schooling in the Archdiocese of Canberra and Goulburn is directed, managed and/or controlled.
- **‘commencement date’** means seven days after this Agreement is approved by the Fair Work Commission.
- **‘Archdiocese’** means the Archdiocese of Canberra and Goulburn.
- **‘Employee’** means a person employed within the Catholic Education Office, and all dedicated IT staff who are based in schools operated by the Catholic Education Office of the Archdiocese of Canberra and Goulburn; and excluding any person/s referred to in clause 2.2 of this Agreement.

- **‘Employer’** means the Trustees of the Roman Catholic Church for the Archdiocese of Canberra and Goulburn.
- **‘full-time Employee’** means an Employee, other than a casual or part-time Employee who is employed to work 38 hours per week or an average of 38 hours per week.
- **‘FWC’** means the Fair Work Commission.
- **‘General Employee’** means an Employee whose position is classified as Grade 1, 2 and 3 in clause 12 of this Agreement.
- **‘immediate family’** is as defined in the Act.
- **‘IT staff’** means an Employee engaged to perform information technology (IT) duties and does not include a person appointed as a teacher, and does not include a person whose work may involve incidental IT work.
- **‘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.
- **‘part-time Employee’** means an Employee who has a regular pattern of work which is less than 38 hours per week or an average of less than 38 hours per week.
- **‘previous agreement or award’** means the relevant modern award or enterprise agreement which applied to an Employee prior to the commencement date and means the *School Employees (Archdiocese of Canberra and Goulburn- Catholic Diocesan Schools) Collective Agreement 2008- 2011* and *Officers and Senior Officers (Archdiocese of Canberra and Goulburn Catholic Education Office) Collective Agreement 2012-2014*.
- **‘statement of service’** means a statement from an Employer on official letterhead that contains an Employee’s start date, termination date, classification, whether service was full-time, part-time or casual, whether any leave without pay was taken.
- **‘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 the 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 the Employer.
- **‘Union’** means the Independent Education Union of Australia.

## 5. INDIVIDUAL FLEXIBILITY ARRANGEMENT



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

- (a) the 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 Employee 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 Employee.

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 Employee being better off overall than the Employee 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 Employee; and
- (c) is signed by the Employer and Employee and if the Employee is under 18 years of age, signed by a parent or guardian of the Employee; and
- (d) includes details of:
  - (i) the terms of 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 employee 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 Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

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

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

- (b) if the Employer and Employee agree in writing - at any time.

## 6. NO EXTRA CLAIMS

Except as provided by the Act, prior to 30 June 2020, there will be no further claims 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 Employees.

## PART 2

# ROLE, SELECTION AND APPOINTMENT

---

## 8. MISSION OF CATHOLIC SCHOOLS

8.1 The Employer and its workplaces 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 child is recognised and developed;
- (d) places where children are formed in the faith and can achieve high levels of 'Catholic religious literacy' and practice;
- (e) places where the learning outcomes of every child are improved.

### 8.2 ROLE OF EMPLOYEES

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

- (a) acknowledge and accept that their work 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;
- (c) will avoid any influence on children or students that is not consistent with such mission, teachings or ethos.

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

## 9. LETTER OF APPOINTMENT

9.1 The Employer will provide a letter of appointment to an Employee (other than a casual) stating their classification, rate of pay, whether the position is full-time or part-time, if part-time, the number of hours to be worked each week and a statement in relation to superannuation entitlements.

9.2 If a General Employee is to receive an averaged wage, the number of weeks or days to be worked each year shall be included in the letter of appointment.



## 10. RIGHT TO REQUEST FLEXIBLE WORKING ARRANGEMENTS

- 10.1 If any of the circumstances referred to in **subclause 10.2** below apply to an Employee, and the Employee would like to change his or her working arrangements because of those circumstances, then the Employee may request the Employer for a change in working arrangements relating to those circumstances

*(N.B. examples of changes in working arrangements include change in hours of work, changes in patterns of work and changes in location of work).*

- 10.2 The following are the circumstances:

- (a) The Employee is the parent, or has responsibility for the care, of a child who is of school age or younger;
- (b) the Employee is a carer (within the meaning of the *Carer Recognition Act 2010*);
- (c) the Employee has a disability;
- (d) the Employee is 55 or older;
- (e) the Employee is experiencing violence from a member of the Employee's family;
- (f) the Employee provides care or support to a member of the Employee's immediate family, or a member of the Employee's household, who requires care or support because the member is experiencing violence from the member's family.

To avoid doubt, and without limiting the above provisions, an Employee who is a parent, or has responsibility for the care of a child, and is returning to work after taking leave in relation to the birth or adoption of the child, may request to work part-time to assist the Employee to care for the child.

- 10.3 The Employee is not entitled to make the request unless:

- (a) for an Employee other than a casual Employee – the Employee has completed at least 12 months of continuous service with the Employer immediately before making the request; or
- (b) for a casual Employee – the Employee:
  - (i) is a long term casual Employee of the Employer immediately before making a request; and
  - (ii) has a reasonable expectation of continuing employment with the Employer on a regular and systematic basis.
- (c) the request must:
  - (i) be in writing; and
  - (ii) set out details of the change sought and of the reasons for the change.

- 10.4 The Employer must give the Employee a written response to the request within 21 days, stating whether the Employer grants or refuses the request. If the Employer refuses the request, the written response must include details of the reasons for the refusal. The Employer may refuse the request only on reasonable business grounds. Reasonable business grounds include, but are not limited to, the following:

- (a) that the new working arrangements requested by the Employee would be too costly for the Employer;
- (b) that there is no capacity to change the working arrangements of other Employees to accommodate the new working arrangements requested by the Employee;
- (c) that it would be impractical to change the working arrangements of other Employees, or recruit new Employees, to accommodate the new working arrangements requested by the Employee;
- (d) that the new working arrangements requested by the Employee would be likely to result in a significant loss in efficiency or productivity;
- (e) that the new working arrangements requested by the Employee would be likely to have a significant negative impact on the operations of the CEO including, but not limited to, the services provided to schools or other educational services.

## PART 3

# TERMS OF ENGAGEMENT

---

### 11. EMPLOYMENT OF EMPLOYEES

11.1 At the time of engagement, the Employer will inform an Employee whether they are employed on a full-time, part-time or casual basis and whether the position is ongoing or temporary, the number of weeks to be worked if the Employee is to receive an averaged wage and the Employee's classification.

11.2 Normally positions, except temporary positions and casual positions, will be appropriately advertised and appointments will be made through a selection process. Such appointments will be made on the basis of merit and suitability in accordance with documented Employer selection and appointment procedures.

#### 11.3 SECONDMENT

- (a) An Employee working in a school operated by the Employer may be seconded to work within the CEO.
- (b) Such Employee will be seconded under the terms and conditions of the *NSW and ACT Catholic Systemic Schools Enterprise Agreement 2015* as amended or replaced.
- (c) Such secondments are normally to be for a period of not more than one school year but may be extended by agreement.

#### 11.4 CONTRACT PERIODS FOR EMPLOYEES

- (a) This clause 11.4 only applies to Employees at Grades 4 to 8 who are advised on appointment that their appointment will be on a contract basis in accordance with the provisions of this clause 11.4.
- (b) The Catholic Education Office is a dynamic workplace which responds quickly to the needs of schools and education into the future. The experience that Employees with tertiary qualifications in education gain from working in the Catholic Education Office equips them for leadership positions in the Employer's schools. In this context, Employees may be employed on a contractual basis for the purposes of providing flexibility and vibrancy within the workforce and to ensure that the Catholic Education Office provides professional opportunities for teachers and school leaders.
- (c) The appointments to the positions at the Catholic Education Office shall normally be three years. However, Employees may be employed in seconded or temporary positions in accordance with subclause 11.3 of this clause.
- (d) After the successful completion of a performance review and contract renewal process at the end of the appointment, an Employee may be offered a further contract, subject to the operational requirements of the Catholic Education Office and the available funding for the position.

- (e) At the completion of the second contract period, the position will be advertised. The incumbent will be able to apply for the position and may be appointed on merit. If the Employee is reappointed to the position, the Employee may be offered a further contract. Reappointment after this time is subject to the approval of the Director and the operational requirements of the Catholic Education Office and available funding for the position.
- (f) Teachers appointed to the Catholic Education Office from a school of the Employer are guaranteed a position in a school if they are unsuccessful in gaining reappointment to a position at the Catholic Education Office following a merit selection process.
- (g) An Employee who is not covered by the provisions of clause 11.4(f) and is not successful in attaining reappointment after a second contract period and merit selection review process in accordance with clause 11.4(e) (so he/she cannot be deployed to a school position), shall be entitled to a redundancy in accordance with clause 29.



# PART 4

## CLASSIFICATION STRUCTURE

### 12. CLASSIFICATION STRUCTURE

---

12.1 From the first full pay period on or after Commencement Date, all Employees must be classified according to the classifications structure set out in subclauses 12.2. to 12.9 which are based on the Catholic Education Remuneration Framework.

#### 12.2 GRADE 1

##### (a) **Characteristics**

Employees at this level may have limited relevant experience and will operate in a highly routine environment with defined processes and procedures requiring performance of a single task or a number of similar tasks.

Employees will be able to understand and apply the essential elements of clerical or operational work.

Employees may require some secondary school education and on the job training covering specified work procedures, equipment usage, product knowledge, data recording and customer service techniques.

Employees at this level while accountable for their own work are subject to routine direction of straightforward tasks or closer direction of more complex tasks.

##### (b) **Typical Duties**

Indicative typical duties and skills at this level may include:

- Providing routine information in response to enquiries from the public and Catholic Education staff, making appointments and bookings, responding to routine enquiries in accordance with organisational procedures
- Undertaking a small range of routine administrative duties
- Performing routine duties involving the inward and outward movement of mail
- Copying, maintaining and retrieving records
- Data entry
- Routine use of office equipment
- Monitoring and maintaining stock levels of stationary/ materials

#### 12.3 GRADE 2

**(a) Characteristics**

Employees at this grade operate in an environment where daily workload is dictated by the client or internal business requirements.

Employees have control over their daily work plan but are governed by organisational processes and procedures and/ or service level agreements.

Technical expertise is required in a particular area of operation. New and/or complex issues need to be escalated.

The work of employees at this grade may be subject to final checking and progress checking as required. Such employees may be required to check the work and/ or provide guidelines to other employees at a lower grade and/ or provide assistance to less experienced employees at the same grade.

Employees at this grade require general education standards that combine several years of work experience with secondary school education or vocational training in commercial, technical, trades or secretarial areas to the standard of Certificate III/IV.

**(b) Typical duties**

Indicative typical duties and skills at this grade may include:

- Undertaking a wide range of administrative duties
- Assisting in the preparation of internal and external publications
- Providing administrative support to management personnel
- Entering and retrieving financial data to assist in the preparation of financial and management reports
- Undertaking bank and ledger reconciliations
- First point of contact for information and communication technology requests

## 12.4 GRADE 3

**(a) Characteristics**

Employees at this grade require proven experience in their area of specialisation and are able to operate independently within existing processes and procedures.

Employees operate under specific direction and supervision and require a sound knowledge of precedents and procedures to be able to operate independently. Employees at this grade are expected to resolve escalated issues and/ or suggest recommendations for solutions.

Employees at this grade may provide guidance or mentoring to less experienced staff within their team but do not have formal management responsibility.

Employees at this grade may have a Diploma or higher qualification or significant work experience or a combination of both.

**(b) Typical Duties**

Indicative typical duties and skills at this grade may include:

- Overseeing administrative tasks
- Maintaining accounting records
- Manage IT systems
- Resolve escalated Service Desk issues
- Develop personalised Learning Plans

## 12.5 GRADE 4

**(a) Characteristics**

Employees at this grade generally provide a specialised technical or administrative service to Catholic Education.

Work at this grade is performed under general supervision and roles operate independently and report to a more senior role that doesn't have a requirement for specialised knowledge in the discipline.

Employees at this grade exercise significant initiative, discretion and judgement in the performance of their duties and may be expected to manage a team of staff.

Employees have the ability to and may be required to train and provide personal instruction to other employees.

**(b) Typical Duties**

Indicative typical duties and skills at this grade may include:

- Coordinating the work flows of an administrative team of the organisation
- Providing designated high level support to Senior Leadership, including initiating complex or confidential reports, documents and correspondence
- Undertaking responsibilities in specific financial areas such as grants allocations and audit requirements
- Overseeing effective operation of computer functions and key aspects of the IC&LT systems

## 12.6 GRADE 5



### **(a) Characteristics**

Employees at this grade are in professional roles that generally focus on a specific activity with the Service Area and exercise some judgement when interpreting existing frameworks or guidelines to make decisions specific to their activities or tasks.

Employees at this grade require tertiary qualifications or substantial industry qualifications and certifications in a relevant discipline and will typically have worked or studied in a relevant field.

Employees will have achieved a standard or relevant and/ or specialist knowledge and experience sufficient to enable them to advise on a range of activities and features and contribute, as required, to the determination of objectives, within the relevant field(s) of their expertise.

While employees at this grade are subject to broad guidance or direction and report to more senior staff they are responsible and accountable for their own work and may have delegated responsibility for the work under their control or supervision. This includes scheduling workloads, resolving operational problems, monitoring the quality of work produced and counselling staff for performance and work related matters.

Employees are able to train and to supervise employees at lower grades by means of personal instruction and demonstration. They would also be able to assist in the delivery of training courses.

They would often exercise initiative, discretion and judgement in the performance of their duties.

### **(b) Typical Duties**

Indicative typical duties and skills at this grade may include:

- Develop and assist in the implementation of system policies
- Undertake simple investigations where limited discretion is involved
- Research and provide advice regarding specific legal issues
- Lead projects to enhance systems, including change management initiatives

## **12.7 GRADE 6**

### **(a) Characteristics**

Employees at this grade are experienced professionals with proven experience in their specialised area and would typically be involved in the development and/ or modification of policy frameworks for their specialised area.

### **(b) Typical Duties**

Indicative typical duties and skills at this grade may include:

- Coordinate specific programs in a group of schools that have a direct impact on the delivery of core business and/or facilitate their implementation.
- Provide strategic advice to Service Heads/School Executives
- Management of staff at grade 5 and below including workload and staff performance appraisals
- Managing investigations (such as but not limited to employee disputes)

## 12.8 GRADE 7

### **(a) Characteristics**

Employees at this grade are in recognised professional positions that lead a complex discipline within a Service Area and report directly to the Head of Service.

Employees at this grade either lead a team or are in specialist roles that contribute directly to strategy. Positions at this grade operate in a dynamic environment and are expected to provide directional recommendations to the organisation within their discipline.

### **(b) Typical Duties**

Indicative typical duties and skills at this grade may include:

- Responsibility for compliance related issues for school budgets, staffing etc.
- Organisation wide facility management
- Management of entire child protection function

## 12.9 GRADE 8

### **(a) Characteristics**

Employees at this grade are responsible for leadership of a portfolio across the total Service Area and/ or lead a specialist function that has a strategic impact across the organisation.

### **(b) Typical Duties**

Indicative typical duties and skills at this grade may include:

- Leadership of an entire function of the organisation
- Liaison and collaboration with members of local and federal government
- Strategic direction for core business of the organisation

#### PROGRESSION THROUGH STEPS WITHIN A GRADE

An Employee will progress through the steps within the grade based on years of service to a maximum of Step 3 in Grades 1,2,3,4 and 5 and Step 4 in Grades 6 and 7.

Grades 1, 2, 3, 4 and 5 have a further single performance salary step and Grades 6 and 7 have three further performance steps available. An Employee may access a performance step as follows:

- after a year of service on Step 3 (Grades 1,2,3,4 and 5) or Step 4 (Grades 6 and 7) an Employee may submit an application to progress to a performance step to the Head of Resource Services via their Head of Service. A performance review will be conducted and results assessed by the Remuneration Committee for each of the performance levels;
- to progress to Performance Step 1, an Employee must demonstrate that he or she regularly and consistently performs above the requirements of their role;
- to progress to Performance Step 2, an Employee at Grade 6 and 7 must have achieved above average outcomes within their roles over a further two years after reaching Performance Step 1, as assessed by the Remuneration Committee. Grade 6 and 7 Employees may apply for Progression to Performance Step 3 two years after reaching Performance Step 2.

The performance steps may also be used for attraction and retention purposes during recruitment on approval from the Director of Catholic Education.



## PART 5

# PAY AND ALLOWANCES

---

### 13. PAYMENT OF SALARY

#### 13.1 FORTNIGHTLY PAYMENTS

The salary or wage payable to an Employee will be payable fortnightly and will be paid by electronic funds transfer into an account nominated by the Employee.

#### 13.2 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 Employee 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**.

#### 13.3 SALARY PACKAGING

The Employer may offer and an Employee 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 Employee in this Agreement. Employees should seek their own independent financial advice before entering into such arrangements.

- (a) The Employer will determine the range of benefits available to the Employee and the Employee may determine the mix and level of benefits.
- (b) Any payment calculated by reference to the Employee's rate of pay and payable either:
  - (i) during employment; or
  - (ii) on termination of employment; or
  - (iii) on death

will be at the rate prescribed by this Agreement.

- (c) Where the Employer offers and an Employee elects to receive their annual remuneration as a combination of salary or wages (payable fortnightly) and additional superannuation, the additional superannuation is payable to any eligible superannuation fund identified by this Agreement and nominated by the Employee.

## 14. SALARIES AND RATES OF PAY

### 14.1 SALARY PAYABLE

The minimum annual and equivalent fortnightly and weekly salaries payable to Employees will be as set out in **Table 1A – Salaries and Rates of Pay of Schedule A - Salaries and Allowances**.

The fortnightly rates in the **Table 1A – Salaries and Rates of Pay** have been calculated by multiplying the annual salary by 14 and dividing by 365, with the answer rounded to two decimal places.

The weekly rates are calculated by dividing annual salaries by 52.14, with the answer rounded to two decimal places.

### 14.2 PAYMENT OF PART-TIME EMPLOYEES

- (a) A part-time employee will be paid an hourly rate of 1/38<sup>th</sup> of the weekly rate for the employee's classification and rounding to two decimal places.
- (b) A part-time employee's entitlements under this Agreement will be calculated on a pro rata basis.

### 14.3 PAYMENT OF CASUAL EMPLOYEES

- (a) A casual employee will be paid an hourly rate of 1/38<sup>th</sup> of the weekly rate for the employee's classification, plus 25% of the hourly rate, rounded to two decimal places.
- (b) A casual General Employee will be paid for a minimum three hours for each start.

### 14.4 TRANSITION TO NEW CLASSIFICATION AND SALARY STRUCTURE

With effect from the first full pay period on or after Commencement Date, Employees who are covered by the *School Employees (Archdiocese of Canberra and Goulburn- Catholic Diocesan Schools) Collective Agreement 2008- 2011* and *Officers and Senior Officers (Archdiocese of Canberra and Goulburn Catholic Education Office) Collective Agreement 2012-2014* will transition in accordance with the tables below. All Employees employed at the Commencement Date of this Agreement will retain their progression rights which applied immediately prior to this Agreement. Service on a step prior to the Commencement Date shall count as service on the corresponding step on the new scale provided that the service for increment purposes of any staff moving from a current classification without increment steps to a new classification with increment steps begins from the Commencement Date of the Agreement.

*For example:*

1. An Employee previously classified as a Level 2 School Officer Level 2 could have progressed to Level 4 by annual incremental progression; such Employee will retain the right, in addition to rights under subclause 12.10, to progress to Grade 3 Step 1.

2. An Employee previously classified as Senior Officer Band 2 at Level 1, Step 1, could have progressed to Level 1, Step 4; such employee will retain the right to progress to Grade 6, Performance step 3, in addition to other rights under this Agreement.

- (a) For Employees who are covered by the *Officers and Senior Officers (Archdiocese of Canberra and Goulburn Catholic Education Office) Collective Agreement 2012-2014*:

Existing Classification and Pay Step		Current Salary	New Classification	New Salary from ffpp on or after 30 June 2017
Officer Band 1	Level 1, Step 1	\$64,999	Grade 3, Step 1	\$66,625
	Level 1, Step 2	\$67,540	Grade 3, Step 2	\$69,290
	Level 1, Step 3	\$70,800	Grade 3, Step 3	\$72,775
	Level 1, Step 4	\$72,618	Grade 3, Performance Step 1	\$74,825
	Level 2, Step 1	\$76,340	Grade 4, Step 1	\$78,249
	Level 2, Step 2	\$78,890	Grade 4, Step 2	\$80,862
	Level 2, Step 3	\$83,283	Grade 4, Step 3	\$85,365
	Level 2, Step 4	\$86,750	Grade 4, Performance Step 1	\$88,919
	Level 3, Step 1	\$90,223	Grade 5, Step 1	\$92,479
	Level 3, Step 2	\$93,692	Grade 5, Step 2	\$96,034
	Level 3, Step 3	\$97,166	Grade 5, Step 3	\$99,595
	Level 3, Step 4	\$100,741	Grade 5, Performance Step 1	\$103,260
	Level 4, Step 1	\$104,102	Grade 6, Step 1	\$106,705
	Level 4, Step 2	\$106,679	Grade 6, Step 2	\$109,345
	Level 4, Step 3	\$111,044	Grade 6, Step 3	\$113,820
	Level 4, Step 4	\$114,509	Grade 6, Step 4	\$117,372
Senior Officer Band 2	Level 1, Step 1	\$114,509	Grade 6, Step 4	\$117,372
	Level 1, Step 2	\$117,978	Grade 6, Performance Step 1	\$120,927
	Level 1, Step 3	\$121,452	Grade 6, Performance Step 2	\$124,488
	Level 1, Step 4	\$124,920	Grade 6, Performance Step 3	\$128,043
	Level 2, Step 1	\$128,391	Grade 7, Step 1	\$131,601
	Level 2, Step 2	\$131,863	Grade 7, Step 2	\$135,159
	Level 2, Step 3	\$135,330	Grade 7, Step 3	\$138,712
	Level 2, Step 4	\$138,801	Grade 7, Step 4	\$142,271
	Level 3, Step 1	\$142,270	Grade 7, Performance Step 1	\$145,827
	Level 3, Step 2	\$145,742	Grade 7, Performance Step 2	\$154,263
	Level 3, Step 3	\$149,212	Grade 7, Performance Step 2	\$154,263
	Level 3, Step 4	\$152,678	Grade 7/Performance Step 2	\$154,263



- (b) For Employees who are covered by the *School Employees (Archdiocese of Canberra and Goulburn- Catholic Diocesan Schools) Collective Agreement 2008-2011*:

Existing Classification	Current Salary	New Classification	New Salary from ffpp on or after 30 June 2017
School Officers Level 1	\$55,166	Grade 2, Step 2	\$57,222
School Officers Level 2	\$56,347	Grade 2, Step 3	\$58,939
School Officers Level 3	\$60,167	Grade 3, Step 1	\$66,625
School Officer Level 4	\$63,981	Grade 3, Step 1	\$66,625
School Officer Level 5	\$67,279	Grade 3, Step 2	\$69,290
School Officer Level 6	\$76,459	Grade 4, Step 2	\$80,862

*For example:*

1. A School Officer at Level 4 will translate to Grade 3 Step 1 on Commencement Date, and will then progress to the next step available in that grade after having completed a year of service on Grade 3 Step 1.

#### 14.5 AVERAGED RATE OF PAY – GENERAL EMPLOYEES WHO WORK LESS THAN 48 WEEKS PER YEAR

Refer to Schedule B.

## 15. ALLOWANCES AND EXPENSE RELATED ENTITLEMENTS

### 15.1 TRAVEL EXPENSES

- (a) Travelling and other out of pocket expenses reasonably incurred by an Employee in the course of duties required and authorised by the Employer shall be reimbursed by the Employer.
- (b) An understanding regarding travel and other out of pocket expenses must be reached between the Employee and Employer prior to travel being undertaken or expenses incurred.
- (c) Where an Employee is required to travel away from home, appropriate provision will be made for meal/s by the Employer.



## 15.2 TRAVEL ALLOWANCE

- (a) An Employee required by the Employer to use their own motor vehicle in connection with their employment, other than for journeys between home and their place of employment will be paid an allowance as set out in **Table 2 - Allowances of Schedule A – Salaries & Allowances**.
- (b) The allowance will be calculated on a daily basis.
- (c) Where an Employee is required to travel from their home to a location other than their usual place of employment, the Employee 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 an Employee 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 Employee'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.

## 15.3 MEAL ALLOWANCE

Where a General Employee is required to work more than two hours of overtime after the completion of five hours work, the Employer will provide the Employee with a suitable meal or a meal allowance as set out in **Table 2 - Allowances of Schedule A – Salaries & Allowances**.

## 15.4 FIRST AID ALLOWANCE

- (a) A General Employee will be paid a first aid allowance as set out in **Table 2 - Allowances of Schedule A – Salaries & Allowances** when they:
  - (i) are required by the Employer to perform first aid duty;
  - (ii) have been trained to render first aid; and
  - (iii) hold current and appropriate first aid qualifications, such as a certificate from the St John Ambulance or similar body

Provided that if the Employee is employed as such on a part-time basis, they will instead receive the applicable daily rate set out in that Table.

- (b) The first aid allowance is payable to the Employee provided that it is not payable for the duration of any period of leave greater than four weeks that has been applied for and taken by an Employee.

## 15.5 TRAVELLING TIME

When a General Employee, in the course of their duty, is required other than in ordinary working hours to go to any place away from their usual place of employment they will be paid at the ordinary rates, for half of any time occupied

in travelling outside ordinary working hours which is in excess of the time normally occupied by them in travelling from their home to their usual place of employment.

## 16. NATIONAL TRAINING WAGE

A General Employee employed on a national training wage will have their employment conditions regulated by **Annexure C - National Training Wage**.

## 17. SUPERANNUATION

### 17.1 DEFINITIONS

For the purposes of this clause:

- (a) "Basic Earnings" means:
  - (i) the minimum annual rate of salary/ wage prescribed from time to time for the Employee by **Clause 14 – Salaries and Rates of Pay**;
  - (ii) the amount of any payment made to the Employee pursuant to **Clause 4 - Annual Adjustment of Salary Formula of Schedule B – General Employees who work less than 48 weeks per year**, and **Clause 28 Termination of Employment**;
  - (iii) in the case of General Employees, the first aid allowance pursuant to 15.4; and
  - (iv) any other payment that is 'ordinary time earnings' (OTE) as defined in subsection 6(1) of the *Superannuation Guarantee (Administration) Act 1992* (Cth), (SGAA), as amended or replaced.
- (b) "Fund" means:
  - (i) NGS Super;
  - (ii) The Australian Catholic Superannuation and Retirement Fund (ACSRF);
  - (iii) Catholic Super; and
  - (iv) any other superannuation fund approved in accordance with the Commonwealth's operational standards for occupational superannuation funds which the Employee is eligible to join and which is approved by the Employer as a fund into which an Employee may elect to have the Employer pay contributions made pursuant to this Agreement in respect of that Employee;

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

### 17.2 BENEFITS

- (a) Each Employer will, in respect of each Employee employed by the Employer, and subject to the provisions of **subclause 17.4**, pay superannuation contributions into the Fund nominated by the Employee at the rate of 9.5 per cent of the Employee's Basic Earnings.

- (b) The percentage rate in **paragraph 17.2(a)** reflects, and will increase to reflect any future increases to, the “Charge Percentage” as set out in section 19 of the SGAA. Any such future increases to the percentage rate in **paragraph 17.2(a)** will take effect at the date of commencement of any such increase to the Charge Percentage.
- (c) Where a new Employee commences employment with the Employer, the Employer will advise the Employee in writing of the Employee’s superannuation entitlements under this Agreement and of the available Funds within two weeks of the date of commencement of employment. The Employee will advise the Employer in writing of their choice of Fund (as defined in **paragraph 17.1(b)**). If the Employee does not nominate a Fund, the Employer may nominate a default Fund. The Funds (as defined in **paragraph 17.1(b)**) will be made available by the Employer to each Employee.
- (d) Where a casual Employee has, at any time prior to the commencement date, met the requirements to be a “Qualified Employee” with the Employer under the superannuation provisions of any agreement, or transitional industrial instrument that applied to the Employee at the relevant time, then the Employer will continue to make superannuation contributions to that casual Employee under this subclause in respect of all days worked.

### 17.3 TRANSFERS BETWEEN FUNDS

If an Employee is eligible to belong to more than one Fund, the Employee will be entitled to notify the Employer that the Employee wishes the Employer to pay contributions in respect of the Employee 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 Employee’s application to join the other Fund; and
- (b) that the Employee has notified the trustees of the Employee’s former Fund that the Employee no longer wishes the contributions which are paid on the Employee’s behalf to be paid to that Fund.

### 17.4 EXCEPTIONS

An Employer will not be required to make contributions under this Agreement in respect of an Employee who:

- (a) is absent from his or her employment without pay, for such period of absence without pay; or
- (b) subject to the provisions of **paragraph 17.2(d)** (Qualified Employee), earns less than \$450 salary per month; or
- (c) is under the age of 18 years old and works less than 30 hours per week; or
- (d) is otherwise referred to in section 27 of the SGAA.

### 17.5 SUPERANNUATION CO-CONTRIBUTION

- (a) Superannuation co-contribution is available, on application, to Employees employed under the *Officers and Senior Officers (Archdiocese of Canberra and Goulburn Catholic Education Office) Collective Agreement 2012-2014* immediately prior to the commencement date.
- (b) The Employer will make a superannuation contribution of 1%, additional to the Employer contributions set out in **subclause 17.2**, in respect of an Employee contributing a co-payment of not less than the 1% being paid by the Employer.



## PART 6

# HOURS OF WORK

---

### 18. HOURS OF WORK

18.1 This Agreement supplements the NES that deals with maximum weekly hours. The ordinary hours of an Employee, other than a General Employee, may be averaged over a twelve month period.

#### 18.2 ORDINARY HOURS OF WORK FOR GENERAL EMPLOYEES:

- (a) The ordinary hours of work, of a full-time General Employee exclusive of meal breaks will not, without the payment of overtime, exceed 38 per week (or 76 hours rostered over a fortnight).
- (b) The ordinary hours of work will be worked on no more than five days out of seven (continuously on each day) between the hours of 7.00am and 7.00pm Monday to Friday inclusive.
- (c) The parties to this Agreement acknowledge that there may be circumstances where an individual General Employee would prefer to work outside the prescribed ordinary span of hours. In these circumstances, the Employee's span of ordinary hours may be changed by way of an individual Flexibility Arrangement, as set out in **Clause 5 - Individual Flexibility Arrangement**. Work performed within the revised span of hours will not attract overtime rates.
- (d) The Employer will fix the General Employee's ordinary hours of work and the ordinary time of meal breaks. A General Employee's hours of work will not be changed without payment of overtime for work done outside the fixed hours, unless seven days notice has been given, or a lesser period where there is mutual agreement by the Employer and General Employee.

#### 18.3 PART-TIME GENERAL EMPLOYEES

- (a) The span of ordinary hours of work will be the same as those worked by full-time General Employees as provided in **subclause 18.2** provided that the ordinary hours of work will not exceed 8 hours per day, exclusive of meal breaks.
- (b) Part-time General Employees who work additional hours will be paid at the rate of pay applicable to the General Employee's position, provided that overtime rates will instead be payable in respect of any:
  - (i) hours worked outside the span of ordinary hours;
  - (ii) hours that are worked in excess of eight hours per day; and
  - (iii) hours that are worked in excess of 38 hours per week.

Note: Additional hours worked by part-time employees other than those hours paid at overtime rates are included in the calculations for the employees leave accruals.

#### 18.4 CASUAL GENERAL EMPLOYEES

The span of ordinary hours of work for casual General Employees will be the same as those worked by full-time General Employees and set out in **subclause 18.2**.

#### 18.5 TIME IN LIEU FOR EMPLOYEES OTHER THAN GENERAL EMPLOYEES – UP TO GRADE 5, PERFORMANCE STEP 1

Time in lieu is available for Employees classified up to and including Grade 5 Performance Step 1, who are directed to work over weekends and evenings, or in the case of a part-time Employee, on a day he or she does not normally work. Time in lieu must be negotiated and agreed in advance with the Head of Service (or in the case of IT staff in schools the College Bursar).

#### 18.6 EX-GRATIA DAYS BETWEEN CHRISTMAS AND NEW YEAR

Ex gratia days between Christmas and New Year are given in recognition of work outside normal hours.

### 19. OVERTIME FOR GENERAL EMPLOYEES

#### 19.1 REQUIREMENT TO PERFORM REASONABLE OVERTIME

- (a) This clause only applies to General Employees.
- (b) A General Employee will be paid overtime only in those circumstances where the Director or Deputy Director has authorised the work to be performed outside or in excess of the ordinary hours.
- (c) A General Employee may be required to perform reasonable overtime and must be paid at overtime rates for work performed either outside, or in excess of, the ordinary hours.
- (d) A General Employee may refuse to work overtime in circumstances where the working of such overtime would be unreasonable. What is unreasonable or otherwise will be determined having regard to:
  - (i) any risk to the General Employee's health or safety;
  - (ii) the General Employee's personal circumstances including any family and carer responsibilities;
  - (iii) the needs of the Employer;
  - (iv) the notice (if any) given by the Employer of the overtime, and by the General Employee of his or her intention to refuse it; and
  - (v) any other relevant matter.

#### 19.2 OVERTIME RATES

- (a) A General Employee will be paid overtime for all authorised work performed outside of the ordinary hours of work, as provided in the relevant subclauses of **Clause 18 - Hours of Work** as follows:



TIME WORKED	OVERTIME RATE
Monday- Friday	150% of the unaveraged ordinary hourly rate of pay for the first 2 hours and 200% of the unaveraged ordinary hourly rate of pay after that.
Midnight Friday to Midnight Sunday	200% of the unaveraged ordinary hourly rate of pay.

- (b) In calculating overtime, each day's work will stand alone.
- (c) For work performed on Sunday a General Employee will be paid at the overtime rate calculated in accordance with paragraph 19.2(a) for a minimum payment of four hours' work.

### 19.3 MINIMUM BREAK BEFORE RESUMPTION OF DUTY

- (a) Wherever reasonably practicable, overtime will be arranged so that General Employees have at least ten consecutive hours off duty between the work of successive days.
- (b) A General Employee other than a casual General Employee who works so much overtime between the termination of their ordinary work on one day and the commencement of their ordinary work on the next day that they have not had at least ten consecutive hours off duty between those times will, subject to this subclause, be released after completion of such overtime until they have had ten consecutive hours off duty, without loss of pay, for ordinary working time occurring during such absence.
- (c) If, on the instruction of the Employer, a General Employee resumes or continues work without having had such ten consecutive hours off duty, they will be paid at double time rates until they are released from duty for such period and they then will be entitled to be absent until they have had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

### 19.4 TIME OFF INSTEAD OF OVERTIME PAYMENT

- (a) Where a General Employee has performed work on overtime, the General Employee may elect, with the consent of the Employer, to take time off in lieu of payment for overtime at a time or times agreed with the Employer within 12 months of the election. Such election will be evidenced in writing and kept with time and wages records.
- (b) Overtime taken as time off during ordinary time hours will be taken at the ordinary time rate, that is, an hour for each hour worked, in respect of overtime worked between Monday and Friday inclusive.
- (c) Normal overtime rates for Saturday and Sunday as set out in **paragraph 19.2(a)** will typically apply for those days, provided that a General Employee may request that the Employer provide time off instead of payment of overtime equivalent to the number of hours of payment the Employee would have received had they been paid overtime for such work.



- (d) A General Employee may not accumulate more than 20 hours to be taken as leave in lieu of overtime payment.
- (e) A General Employee will be paid any outstanding time in lieu of overtime at the appropriate overtime rate provided for in **subclause 19.2(a)** if:
  - (i) such leave has not been taken within 12 months of accrual; or
  - (ii) the General Employee's employment terminates.

#### 19.5 RECALL TO WORK

- (a) A General Employee required to attend the Employer's premises for a reason other than carrying out rostered duties after leaving the place of employment (whether notified before or after leaving the place of employment) will be paid a minimum of two hours pay at the appropriate rate for each such attendance.
- (b) This subclause will not apply where a period of duty is continuous with the completion or commencement of ordinary working time (notwithstanding that the Employer may allow the General Employee a reasonable meal break before, during or after such attendance).

#### 19.6 MAKE UP TIME

A General Employee may elect, with consent of the Employer, to work make-up time under which the General Employee takes time off during ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in this Agreement, at the ordinary rate of pay.

## 20. MEAL AND REST BREAKS

### 20.1 MEAL BREAK

An Employee is entitled to a meal break, of not less than 30 minutes and not more than one hour, free of duties, which will be taken no later than five hours after commencing work. Such meal break will not be counted as time worked and is unpaid.

### 20.2 REST BREAK FOR GENERAL EMPLOYEES

An Employee who works three hours or more in a day will be entitled to a paid rest break of ten minutes, which will be counted as time worked and taken at a time suitable to the Employer.

### 21. ANNUAL LEAVE

#### 21.1 ENTITLEMENT

All Employees (other than Casual Employees) are entitled to four weeks of paid annual leave for each year of service. An Employee's entitlement to paid annual leave accrues progressively during the calendar year according to the Employee's ordinary hours of work, and accumulates from year to year.

#### 21.2 TAKING OF LEAVE

- (a) It is preferable that annual leave is taken during non-term weeks except where the Employer and the Employee agree in writing to the contrary.
- (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 any re-credited leave be taken during non-term weeks.

#### 21.3 ANNUAL LEAVE LOADING

- (a) An Employee is entitled to annual leave loading of 17.5%, which is in addition to the annual leave payment owed to the Employee calculated on the Employees ordinary hourly rate of pay at the time at which the leave is taken.
- (b) Where the employment of an Employee is terminated for any reason and at the time of termination the Employee 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.

### 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, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day, Boxing Day, and any other day, or part day, recognised under the NES as a public holiday in the State or Territory in which the Employee is based for work purposes e.g. Canberra Day for employees based in the ACT.
- 22.2 In addition to the public holidays set out in **subclause 22.1**, an Employee (excluding an Employee who receives an Averaged Wage in accordance with **schedule B**) will be entitled to one additional holiday in each calendar year, which must be taken within that calendar year. This additional holiday will be observed on 27 December.
- 22.3 Full-time and part-time Employees will be entitled to the above holidays without loss of pay, provided that an Employee will only be paid for such holidays that

occur on days the Employee is normally or regularly rostered to work their ordinary hours.

- 22.4 An Employer may request an Employee to work on a public holiday if the request is reasonable. An Employee 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.
- 22.5 Where an Employee has agreed to a request to work on a public holiday specified in **subclause 22.1**, they will be paid at the rate of double time and one-half the ordinary time rate with a minimum payment of two hours.

## 23. PERSONAL/CARER'S LEAVE

### 23.1 ENTITLEMENT TO PAID PERSONAL/CARER'S LEAVE

#### (a) TRANSITIONAL PROVISIONS

- (i) Up to the Commencement Date, Sick Leave and Personal/Carer's Leave entitlements will continue to apply in accordance with the provisions of the previous agreement or award applying to the Employee.
- (ii) From the Commencement Date the provisions as set out below will apply.
- (b) An Employee employed by the Employer immediately prior to the Commencement Date and who has less than 15 days accrued Personal/Carer's Leave, will, on the first full pay period on or after the Commencement Date, be credited with a one-off entitlement to bring their Personal/Carer's Leave entitlement up to 15 days (pro rata for a part-time Employee). For example, if a full-time Employee has 10 days accrued Personal/Carer's Leave immediately prior to the Commencement Date, they will, from the first full pay period on or after the Commencement Date, receive a one-off additional entitlement of 5 days Personal/Carer's Leave. Employees who commence employment with the Employer on or after the Commencement Date will not be entitled to the provisions contained in this paragraph.

#### FROM COMMENCEMENT DATE

- (c) Any accrued Sick Leave and Personal/Carer's Leave of an Employee employed by an Employer prior to the Commencement Date will be retained to the benefit of the Employee on the Commencement Date, and be fully cumulative in addition to the future leave accumulation set out in **subclause 23.1(d)**.
- (d) From the Commencement Date, a full-time Employee will be entitled to 15 days Personal/Carer's Leave for each year of service. Personal/Carer's Leave will accrue progressively during a year of service according to an Employee's ordinary hours of work.
- (e) A part-time Employee will be entitled to paid Personal/ Carer's Leave in proportion to that number of hours they work in proportion to a full-time Employee.



- (f) An Employee may take paid Personal/Carer's Leave if the leave is taken:
  - (i) because the Employee is not fit or able to work due to a personal illness, or personal injury, or unexpected personal emergency, or domestic violence affecting the Employee; or
  - (ii) to provide care or support to a member of the Employee'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) domestic violence.
- (g) For the purposes of this clause an 'unexpected personal emergency' is a circumstance that is unplanned, due to circumstances beyond the Employee's control and is of an urgent and serious nature that requires the urgent attendance of the Employee. An 'unexpected emergency' is a circumstance that is unplanned, due to circumstances beyond the Employee's immediate family or household member's control and is of an urgent and serious nature that requires the urgent attention of the Employee 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.
- (h) When an Employee takes a period of paid Personal/Carer's Leave, the Employer must pay the Employee at the Employee's base rate of pay for the Employee's ordinary hours of work in the period. For the purposes of this clause 'base rate of pay' means the rate of pay payable to the Employee for his or her ordinary hours of work, but not including any loadings, monetary allowances (excepting the first aid allowance paid to Employees pursuant to **paragraph 15.4**) or overtime.
- (i) An Employee is not to take paid Personal/Carer's Leave for any period in respect of which the Employee is entitled to workers compensation.
- (j) Where applicable, if a public holiday occurs during an Employee'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 Employee commencing such leave, an Employee 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(f)**; 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 an Employee in a year. For subsequent absences, the provisions set out in **paragraphs 23.3(b) to (e)** will apply.



(b) FOR PERSONAL ILLNESS OR INJURY:

- (i) An Employee will, upon request, provide evidence to the Employer for each absence of two consecutive days or more due to personal illness or injury.
- (ii) Evidence may be obtained from either a medical practitioner or from a registered health practitioner. In accordance with the Health Practitioner Regulation National Law (NSW) or Health Practitioner Regulation National Law (ACT) a registered health practitioner means an individual who practises one of the following professions including its specialities:
  - Chiropractic
  - Dental (including the profession of a dentist, dental therapist, dental hygienist, dental prosthetist and oral health specialist)
  - Medical
  - Nursing and midwifery
  - Optometry
  - Osteopathy
  - Pharmacy
  - Physiotherapy
  - Podiatry
  - Psychology
  - Aboriginal and Torres Strait Islander health practice
  - Chinese medicine
  - Medical radiation practice; or
  - Occupational therapy.

(c) FOR UNEXPECTED PERSONAL EMERGENCY OR DOMESTIC VIOLENCE, an Employee will, upon request, provide documentation acceptable to the Employer or a statutory declaration, outlining the nature of the unexpected personal emergency, or the fact of domestic violence, and that such circumstance prevented the Employee from attending work.

(d) TO PROVIDE CARE OR SUPPORT TO A MEMBER OF THE EMPLOYEE'S IMMEDIATE FAMILY OR HOUSEHOLD MEMBER, an Employee will, upon request:

- (i) produce 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 is such as to require care by another person; or
  - (ii) produce documentation acceptable to the Employer or a statutory declaration, establishing the nature of the unexpected emergency, and that such unexpected emergency resulted in the person concerned requiring care by the Employee.
- (e) In normal circumstances, an Employee must not take Personal/Carer's Leave pursuant to **subparagraph 23.1 (f)(ii)** where another person had taken leave to care for the same person.

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

- (a) Notwithstanding **subclause 23.3**, where an Employee 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 Employee;
  - (v) invite the Employee to respond verbally to the issues raised by the Employer; and
  - (vi) allow the Employee, if they wish, to seek the assistance of a support person during meetings (this may include a Union representative).
- (b) After consideration of the Employee's response, the Employer may:
  - (i) require further evidence of illness/ injury or care/support responsibility;
  - (ii) request the Employee 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 Employee to obtain a medical report (at the Employer's cost) in relation to the likely period of absence;
  - (v) discuss with the Employee any other action. This may include but is not limited to the Employee applying for flexible working arrangements.

### 23.5 ACCUMULATION OF PERSONAL/CARER'S LEAVE

From the first full pay period on or after the Commencement Date, if the full period of Personal/Carer's Leave is not taken in any year, the whole or any untaken portion will be cumulative from year to year. No Employee will be subject to a cap on the maximum number of Personal/Carer's leave days that can accumulate from year to year.

### 23.6 PORTABILITY

An Employee 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) An Employee, including a casual Employee, is entitled to take up to two days unpaid carer's leave for each occasion that a member of the Employee'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) An Employee cannot take unpaid carer's leave under this subclause if the Employee could instead take paid Personal/Carer's Leave.
- (c) An Employee's entitlement to take unpaid carer's leave under this subclause is subject to the Employee 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 Employee because the Employee accessed the entitlements provided for in this clause. The rights of an Employer to engage or not to engage a casual Employee are otherwise not affected.

## 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.

### 24.1 PAID PARENTAL LEAVE (PRIMARY CARE-GIVER)

- (a) An Employee 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 Employee.
- (b) Paid parental leave will be paid for 14 weeks at the rate of pay the Employee would have received, if the Employee had not taken parental leave. For example, where an Employee 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 hours of the temporary arrangement rather than the permanent hours of the Employee. If the period of parental leave granted to the Employee is for less than 14 weeks then the period of paid parental leave will be for such lesser period.
- (c) For Employees not required to work 48 weeks per year (i.e. paid an averaged rate of pay in accordance with **Schedule B – clause 1**), this period will be inclusive of the non-term weeks falling within the 14 weeks, other than where an Employee works up until the last day of a term in which case the parental leave will be deemed to commence from the first day of the following school term. For the purpose of this subclause, 'Non-Term Weeks' will not include a

period of four weeks of annual leave to which the employee is entitled, and which is generally taken in first four weeks of the summer vacation period.

- (d) The Employee 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) A maximum period of 14 weeks will be counted as service where payment is made in accordance with **paragraph 24.1(b)**.
- (f) Where an Employee applies for a lump sum payment in advance under **paragraph 24.1(d)**, the Employee will give the Employer at least one months' notice of intention.
- (g) If a female Employee has commenced paid parental leave and subsequently the female Employee's pregnancy results in a still birth or death of a child, the Employee 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 Employee.
- (h) The Employee will be entitled to take such paid parental leave in the four weeks before the date, or expected date, of birth of the child and not later than four weeks after the birth of the child, provided that the Employer may, in exceptional circumstances, request the Employee take leave at a time outside the period specified in this paragraph. If the Employee chooses to agree to the Employer's request, such agreement will be recorded in writing. In the case of adoption, unless otherwise agreed by the Employer, an Employee's entitlement to take paid parental leave cannot start earlier than, the date of the child's placement.
- (i) The Employer may deduct payment for any absence of the Employee (to which the Employee, but for this clause, would have been entitled under **Clause 23 - Personal/Carer's Leave**) in the period four calendar weeks prior to the expected date of birth, from the payment of paid parental leave to which the Employee is entitled pursuant to this clause.
- (j) Non-term weeks within the period of paid parental leave will be deemed to be non-term days worked by the Employee for the purpose of **Schedule B - Clause 3 - Annual Adjustment of Salary Formula**.
- (k) An Employee on paid parental leave in accordance with this clause will not be employed as a casual employee by the Employer during such paid leave.
- (l) Where an Employee gives birth to a child whilst on unpaid leave (other than parental leave in relation to the birth of the same child) the Employee will be entitled to parental leave in accordance with the Act. However, the Employee will not be entitled to an additional 14 weeks payment in accordance with **paragraph 24.1(b)**.

## 24.2 PAID PARENTAL LEAVE (NOT PRIMARY CAREGIVER)



- (a) Where an Employee has an entitlement to, and takes, parental leave under the Act but is not the primary person responsible for the care of the child, the Employee will be entitled to paid parental leave in accordance with this subclause.
- (b) A Employee will be entitled to one day of leave with pay on 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) In addition to the entitlement in **paragraph 24.2(b)**, an Employee will be entitled, subject to this subclause, to take paid parental leave in one continuous period not exceeding two weeks. The first week of such leave will be paid by the Employer and the second week of such leave will be deducted from, and will not exceed, the Employee's entitlement to paid personal/carer's leave in **Clause 23 - Personal/Carer's Leave**.
- (d) The Employee will be entitled to take such parental leave in the four weeks before the date, or expected date, of birth of the child and not later than four weeks after the birth of the child, provided that the Employer may, in exceptional circumstances, request the Employee take leave at a time outside the period specified in this paragraph. If the Employee chooses to agree to the Employer's request, such agreement will be recorded in writing. In the case of adoption, unless otherwise agreed by the Employer, an Employee's entitlement to take paid parental leave cannot start earlier than, the date of the child's placement.
- (e) The entitlement to paid parental leave in **paragraphs 24.2(b) and 24.2(c)** is inclusive of, and not in addition to, the Employee's entitlement to take unpaid concurrent leave in accordance with the Act.
- (f) The Employee must give a minimum of four weeks written notice of the dates on which the Employee proposes to start and end the period of paid parental leave. The proposed dates may be varied by further written notice, subject to the provisions of **paragraph 24.2(d)** above.

#### 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, an Employee 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 Employer if, immediately prior to commencement of service with the Employer, they had 12 months of continuous service with a NSW Catholic Diocesan School Employer, or a Catholic Independent School operating in NSW or the ACT.

#### 24.4 CASUAL EMPLOYEES

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

- (a) the Employee is expecting the birth of their child; or

- (b) the Employee is or has been immediately absent on parental leave.

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

#### 24.5 COMMUNICATION DURING PARENTAL LEAVE

- (a) Where an Employee is on parental leave and a definite decision has been made to introduce significant 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 Employee held before commencing parental leave; and
  - (ii) provide an opportunity for the Employee to discuss any significant effect the change will have on the status or responsibility level of the position the Employee held before commencing parental leave.
- (b) The Employee will take reasonable steps to inform the Employer about any significant matter that will affect the Employee's decision regarding the duration of parental leave to be taken, whether the Employee intends to return to work, and whether the Employee intends to request to return to work on a part-time basis.
- (c) The Employee will also notify the Employer of changes of address or other contact details that might affect the Employer's capacity to comply with **paragraph 24.5(a)**.

#### 24.6 RIGHT TO REQUEST EXTENSION OF PARENTAL LEAVE

- (a) An Employee entitled to parental leave may request the Employer to allow the Employee to extend the period of simultaneous unpaid parental leave up to a maximum of eight weeks, or to extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months.
- (b) The request and the response must comply with the provisions of **Clause 10 - Right to Request Flexible Working Arrangements**.

### 25. LONG SERVICE LEAVE

#### 25.1 APPLICABILITY OF LONG SERVICE LEAVE ACT 1955 (NSW) AND LONG SERVICE LEAVE ACT 1976 (ACT).

The provisions of the *Long Service Leave Act 1955* (NSW) and of the *Long Service Leave Act 1976* (ACT), as applicable, 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 will be:

- (a) in respect of full-time service of less than ten years' service, 49.4 hours per year of service;
- (b) in respect of full-time service completed by the Employee of 10 or more



years, 76 hours per year of service; and

- (c) in respect of part-time service completed by the Employee, a pro rata amount of the entitlement in **paragraphs 25.2(a) and (b)**.

### 25.3 ACCRUAL OF LONG SERVICE LEAVE UNDER PREVIOUS INDUSTRIAL INSTRUMENTS

- (a) Any long service leave accrued by an Employee under a previous agreement or award or contract of employment prior to the commencement date will be preserved to the credit of the Employee. For the avoidance of doubt, any employee previously covered by the *School Employees (Archdiocese of Canberra and Goulburn - Catholic Diocesan Schools) Collective Agreement 2008 – 2011*, will only be entitled to the higher rate of accrual of long service leave, after 10 or more years of service under clause 25.2(b), from the Commencement Date of this Agreement.

The rates of accruals under the previously applicable industrial instruments are summarised below as follows:

PREVIOUS AGREEMENT OR AWARD	CLAUSE	IN RESPECT OF THE PERIOD	CALCULATION OF LONG SERVICE LEAVE PER YEAR OF SERVICE
<i>Officers and Senior Officers (Archdiocese of Canberra and Goulburn, Catholic Education Office) Collective Agreement 2012-2014</i>	12	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 of service
		31 January 1995 – 31 January 2001	1.3 weeks per year up to 10 years 1.9 weeks per year, or portion of a year, after 10 years of service
		1 February 2001 – 29 January 2006	1.3 weeks per year up to 10 years of service. 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
Note: As at 30 January 2006, the existing long service leave accrual of an Officer or Senior Officer was converted from weeks to days. <i>School Employees (Archdiocese of Canberra and Goulburn - Catholic Diocesan Schools) Collective Agreement 2008 – 2011</i>	23	Prior to 1 January 2001	0.866 weeks per year
		1 January 2001 to 29 January 2006	1.3 weeks per year
		30 January 2006 to the Commencement Date of this Agreement	(a) 49.4 hours per year  (b) for part-time periods of services pro rata of (a)

Note: As at 30 January 2006, the existing long service leave accrual of a General Employee was converted from days to hours.

- (b) Employees, other than those covered by the previous agreements set out above, received long service leave entitlements no less than that provided in legislation, that is, at the rate of 0.866 weeks per year of service, or at such higher rate as agreed in contracts of employment.

#### 25.4 CONDITIONS OF TAKING LONG SERVICE LEAVE

- (a) Conditions in respect of the taking of long service leave are provided in this subclause.
- (b) An Employee will, at a minimum, be entitled to take any accrued long service leave upon completion of ten years' service if engaged to work in NSW or seven years' service if engaged to work in the ACT, and on completion of each additional five years' service thereafter.

##### (c) NOTICE TO TAKE LEAVE

When an Employee becomes entitled to long service leave in respect of the Employee's service with the Employer, the Employer must give the Employee, and the Employee must take, the leave as soon as practicable, having regard to the needs of the Employer.

- (i) The Employer must give the Employee not less than three months' notice of any requirement to take leave.
- (ii) An Employee must provide the Employer with not less than three months' notice of his or her intention to take leave, unless otherwise agreed with the Employer.
- (d) Long service leave accrued by the Employee will normally be taken at the Employee's current weekly hours at the time of taking the long service leave, unless otherwise agreed.



(e) LONG SERVICE LEAVE IN SHORT BLOCKS

- (i) An Employee who has five years of continuous service may apply to access short blocks of long service leave (of not less than one day). The application may be approved at the discretion of the Employer having regard to:

- (A) the operational needs of the Employer;
- (B) the critical times of the school year;
- (C) the personal circumstances of the Employee;
- (D) the notice given and the period of leave requested by the Employee; and
- (E) if applicable, whether the total number of absences of the Employee on long service leave in a year is in accordance with Employer policy.

(f) LONG SERVICE LEAVE AND PARENTAL LEAVE

An Employee 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 Employee would be otherwise entitled to take under the Act. The Employee will give notice in writing of such application not less than four weeks prior to the intended date of commencement of parental leave.

(g) LONG SERVICE LEAVE AND PUBLIC HOLIDAYS

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

25.5 PAYMENT OF LONG SERVICE LEAVE ON TERMINATION

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

25.6 SERVICE

- (a) An Employee 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 an Employee who takes unpaid community service leave under the Act; an Employee who takes a period of unpaid community service leave under the Act will accrue long service leave during such period.

25.7 LONG SERVICE LEAVE PORTABILITY

Eligible Employees 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 EMPLOYEES OTHER THAN CASUAL EMPLOYEES

- (a) An Employee (other than a casual Employee) 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

- (b) An Employee 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) An Employee may be required to provide the Employer with satisfactory evidence of such death and/ or personal illness or injury.
- (d) Where an Employee takes compassionate leave in accordance with **paragraph 26.1(a)** an Employer, in its absolute discretion, may grant the Employee additional leave as leave without pay or leave with pay.
- (e) Where an Employee 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 Employee leave, which will be deducted from the Employee's entitlement to Personal/Carer's Leave in **clause 23**.
- (f) An Employee 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 Employee and the reasonable operational requirements of the CEO.

### 26.2 COMPASSIONATE ENTITLEMENT FOR CASUAL EMPLOYEES

- (a) A casual Employee is entitled to up to three days of unpaid compassionate leave on each occasion when a member of the Employee's immediate family, or a member of the Employee's household:
  - (i) contracts or develops a personal illness that poses a serious threat to his or her life; or
  - (ii) sustains a personal injury that poses a serious threat to his or her life; or
  - (iii) dies.
- (b) A casual Employee 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.
- (c) A casual Employee may be required to provide the Employer with satisfactory evidence of such death and/ or personal illness or injury.
- (d) An Employer must not fail to re-engage a casual Employee because the Employee has accessed the entitlements provided in this subclause. The rights of an Employer to engage or not engage a casual Employee are otherwise not affected.

#### 26.3 COMMUNITY SERVICE LEAVE

- (a) An Employer will provide an Employee with community service leave in accordance with the Act and this subclause.
- (b) Where the involvement of an Employee (other than a casual Employee) in a community service activity has been approved by the Employer after consideration of the needs of the CEO, an Employee will be entitled to paid leave of not more than five days in any calendar 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. An Employee will otherwise be entitled to unpaid leave for an eligible community service in accordance with the Act.
- (c) An Employee (other than a casual Employee) who is required to attend for jury service during ordinary working hours will be provided with paid leave for this purpose. The Employee will be required to reimburse to the Employer any monies payable to the Employee for such attendance (excluding reimbursement of expenses) which required the Employee's absence from the Employer.
- (d) The Employee must notify the Employer as soon as possible of the date upon which he or she is required to attend for jury service. The Employee 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

An Employee 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

An Employee (other than a casual Employee) who, for the purposes of furthering training which is 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

An Employee (other than a casual Employee), 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.



## PART 8

# SUSPENSION AND TERMINATION OF EMPLOYMENT

---

## 27. SUSPENSION

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

## 28. TERMINATION OF EMPLOYMENT

### 28.1 NOTICE OF TERMINATION

- (a) An Employer must not terminate an Employee's employment unless the Employer has given the Employee 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 an Employee'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 Employee payment in lieu of notice of at least the amount the Employer would have been liable to pay the Employee had the Employee continued to work until the end of the notice period.
- (c) The employment of an Employee (other than a casual Employee) will not be terminated without the provision of notice in accordance with the following table:

EMPLOYEE	MINIMUM PERIOD OF NOTICE
Grades 4-8 (Other than a General Employee)	Four weeks' notice

General  
Employee

According to years of continuous service as set out below:

PERIOD OF SERVICE	MINIMUM PERIOD OF NOTICE
Not more than 1 year	1 week
More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

- (d) In addition to the notice periods specified in **paragraph 28.1(c)**, an Employee aged over 45 years and who has completed at least 2 years continuous service with the Employer is entitled to one additional week's notice from the Employer.
- (e) An Employee is required to give the same notice of termination to their Employer as set out in **paragraph 28.1(c)** except that there is no requirement on the Employee to give the additional notice set out in **paragraph 28.1(d)**.
- (f) The notice periods above will not affect the right of the Employer to dismiss any Employee without notice for serious misconduct and in such case salary will be paid up to the time of dismissal only.
- (g) The employment of a casual Employee may be terminated by one hour's notice by either party.

## 28.2 PAYMENT ON TERMINATION

- (a) Employees 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 21** or **Schedule B – clause 3**) and/or long service leave.
- (b) If an Employee fails to give notice in accordance with clause 28.1(c), or fails to work out the notice period, the Employee may specifically authorise the Employer to deduct from monies due, including any annual leave or long service leave payments, an amount equal to the gross ordinary rate of pay for the notice not worked, or not given. Any outstanding balance becomes a debt due to the Employer.
- (c) Deductions pursuant to a specific authorisation under clause **28.2 (b)** are from an Employee's gross salary before tax i.e. a week's notice not worked, or not given will be fully satisfied by the deduction of an amount equal to one

week's salary being withheld by the Employer before tax is applied.

- (d) Where an Employee declines to authorise such a deduction, either in full or in part, the remaining amount outstanding equal to the gross ordinary rate of pay for the notice not worked, or not given, becomes a debt due that may be pursued by the Employer.

### 28.3 STATEMENT OF SERVICE

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

## 29. REDUNDANCY PAY

29.1 Where an Employee'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 an Employee is under 45 years of age, the Employer will pay in accordance with the following scale:

YEARS OF SERVICE	ENTITLEMENT
	under 45 years
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 an Employee is 45 years of age and over, the entitlement will be in accordance with the following scale:

YEARS OF SERVICE	ENTITLEMENT
	45 years of age and over
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 Employee 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 an Employee.

## 29.4 TRANSFER TO LOWER PAID DUTIES

Where an Employee is transferred to lower paid duties following the process set out in **Clause 31– Consultation Regarding Major Workplace Change**, the Employee will be entitled to the same period of notice of transfer as the Employee would have been entitled to if the Employee's employment had been terminated, 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 COMPENSATION FOR LOSS OF HOURS

Where a General Employee accepts a reduction of working hours of 6 or more hours per fortnight, the General Employee will receive compensation for loss of hours. A pro rata payment will be made in accordance with the redundancy payments set out in **subclause 29.1**. This payment is a compensation for loss of hours rather than a redundancy payment for taxation purposes.

## 29.6 TIME OFF DURING THE NOTICE PERIOD

- (a) An Employee 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 Employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the Employee will, at the request of the Employer, be required to produce proof of attendance at an interview or the Employee will not receive payment for the time absent.

#### 29.7 EMPLOYEE LEAVING DURING THE NOTICE PERIOD

An Employee given notice of termination in circumstances of redundancy may terminate their employment during the period of notice. The Employee 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.

#### 29.8 NOTICE TO CENTRELINK

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

#### 29.9 CENTRELINK EMPLOYMENT SEPARATION CERTIFICATE

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

## PART 9

# 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) the NES;

in the first instance the parties must attempt to resolve the matter at the workplace by discussions between the Employee or Employees concerned and the relevant supervisor. If such discussions do not resolve the dispute, the parties will endeavour to resolve the dispute in a timely manner through discussions between the Employee or Employees concerned and senior management as appropriate.

30.2 If a dispute is unable to be resolved at the workplace, and all appropriate steps under **subclause 30.1** have been taken, a party to the dispute may refer the dispute to the FWC.

30.3 The parties may agree on the process to be utilised by the FWC including mediation, conciliation and arbitration.

30.4 Where the matter in dispute remains unresolved, the FWC may exercise any method of dispute resolution permitted by the Act that it considers appropriate to ensure the settlement of the dispute.

30.5 An Employer or Employee may appoint another person, organisation or association to accompany and/or represent them for the purpose of this clause.

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, an Employee 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 Employee 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 Employees of the enterprise.

31.2 The Employer must notify the relevant Employees and the Union, of the decision to introduce the major change. The Employer will notify the Employee of their right to appoint a representative for the purposes of consultation, and if the Employee 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 Employees:

- (i) the introduction of the change;
- (ii) the effect the change is likely to have on the Employees;
- (iii) measures the Employer is taking to avert or mitigate the adverse effects of the change on the Employees; and

~~(b) for the purposes of the discussion — provide, in writing, to the relevant Employees, and where appointed as a representative, the Union:~~

- (iv) all relevant information about the change including the nature of the change proposed;
- (v) information about the expected effects of the change on the Employees;
- (vi) where a change involves the termination of an Employee's employment, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of Employees likely to be affected, and the number of Employees normally employed, and the period over which the terminations are likely to be carried out; and
- (vii) any other matters likely to affect the Employees.

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

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

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

- (a) the termination of the employment of Employees; or
- (b) major change to the composition, operation or size of the Employer's workforce or to the skills required of Employees; or
- (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or

- (d) the alteration of hours of work; or
- (e) the need to retrain Employees; or
- (f) the need to relocate Employees to another workplace; or
- (g) the restructuring of jobs.

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

## 32. CONSULTATION ABOUT CHANGE TO REGULAR ROSTER 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 Employees, the Employer must consult with the Employee or Employees affected and their representatives, if any, about the proposed change. If the Employee is a member of the Union, the Employee may appoint the Union to be their representative.

32.2 The Employer must:

- (a) provide to the Employee or Employees affected and their representatives, if any, all relevant information about the proposed change (for example, information about the nature of the change to the Employee'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 Employees;
- (b) invite the Employee or Employees 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 Employee or Employees concerned and/or their representatives.

32.3 The requirement to consult under this clause does not apply where an Employee 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. UNION MEMBERS AND REPRESENTATIVES

33.1 Meetings of Union members who are employed under this Agreement may be held on the Employer's premises at times and places reasonably convenient to both Union members and the Employer.

33.2 The Employer will permit the Union representative in the CEO to post Union notices relating to the holding of meetings on a designated noticeboard or

designated place on the CEO intranet.

- 33.3 The Union representative will be permitted in working hours to meet with the Employer on Union business. Such meetings will take place at a time and place convenient to both parties.



## SIGNATURES TO THE AGREEMENT EXECUTED AS AN AGREEMENT

### Signatories to the Agreement

EXECUTED as an agreement.

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


ADDRESS

52 FRANKLIN ST  
MANUKA ACT 2603


WITNESS

TIFFANY WALLACE

44 M 12/12/17

  
Cross Fox  
Director of Catholic Education  
12/12/17

SIGNED for and on behalf of the Independent Education Union of Australia, as a representative of employees, by an authorised officer in the presence of

  
Carol Matthews  
Assistant Secretary, NSW/ACT Branch IEUA  
485-501 Watthe St Ultimo NSW 2007

WITNESS



DEBORAH WESTON

# SCHEDULE A

## SALARIES & ALLOWANCES

**Table 1A – Salaries and Rates of Pay**

Grade	Step	From First Full Pay Period on or after 30 June 2017 2.5%		From First Full Pay Period on or after 30 June 2018 2.5%		From First Full Pay Period on or after 30 June 2019 2.5%	
		Annual Salary (\$)	Fortnightly Rate (\$)	Annual Salary (\$)	Fortnightly Rate (\$)	Annual Salary (\$)	Fortnightly Rate (\$)
1	1	50,943	1,953.98	52,217	2,002.84	53,522	2,052.90
	2	52,471	2,012.59	53,783	2,062.91	55,128	2,114.50
	3	54,045	2,072.96	55,396	2,124.78	56,781	2,177.90
	Performance Step 1	55,350	2,123.01	56,734	2,176.10	58,152	2,230.49
2	1	55,555	2,130.88	56,944	2,184.15	58,368	2,238.77
	2	57,222	2,194.82	58,653	2,249.70	60,119	2,305.93
	3	58,939	2,260.67	60,412	2,317.17	61,922	2,375.09
	Performance Step 1	61,705	2,366.77	63,248	2,425.95	64,829	2,486.59
3	1	66,625	2,555.48	68,291	2,619.38	69,998	2,684.85
	2	69,290	2,657.70	71,022	2,724.13	72,798	2,792.25
	3	72,775	2,791.37	74,594	2,861.14	76,459	2,932.67
	Performance Step 1	74,825	2,870.00	76,696	2,941.76	78,613	3,015.29
4	1	78,249	3,001.33	80,205	3,076.36	82,210	3,153.26
	2	80,862	3,101.56	82,884	3,179.11	84,956	3,258.59
	3	85,365	3,274.27	87,499	3,356.13	89,686	3,440.01
	Performance Step 1	88,919	3,410.59	91,142	3,495.86	93,421	3,583.27
5	1	92,479	3,547.14	94,791	3,635.82	97,161	3,726.72
	2	96,034	3,683.50	98,435	3,775.59	100,896	3,869.98
	3	99,595	3,820.08	102,085	3,915.59	104,637	4,013.47
	Performance Step 1	103,260	3,960.66	105,842	4,059.69	108,488	4,161.18
6	1	106,705	4,092.79	109,373	4,195.13	112,107	4,299.99
	2	109,345	4,194.05	112,079	4,298.92	114,881	4,406.39
	3	113,820	4,365.70	116,666	4,474.86	119,583	4,586.75
	4	117,372	4,501.94	120,306	4,614.48	123,314	4,729.85
	Performance Step 1	120,927	4,638.30	123,950	4,754.25	127,049	4,873.11
	Performance Step 2	124,488	4,774.88	127,600	4,894.25	130,790	5,016.60
	Performance Step 3	128,043	4,911.24	131,244	5,034.02	134,525	5,159.86
7	1	131,601	5,047.71	134,891	5,173.90	138,263	5,303.24
	2	135,159	5,184.18	138,538	5,313.79	142,001	5,446.61
	3	138,712	5,320.46	142,180	5,453.48	145,735	5,589.84
	4	142,271	5,456.97	145,828	5,593.40	149,474	5,733.25
	Performance Step 1	145,827	5,593.36	149,473	5,733.21	153,210	5,876.55
	Performance Step 2	154,263	5,916.94	158,120	6,064.88	162,073	6,216.50
	Performance Step 3	156,825	6,015.21	160,746	6,165.60	164,765	6,319.75
8	1	157,850	6,054.52	161,796	6,205.87	165,841	6,361.02

**Table 1B – Salaries and Rates of Pay – Averaged General Employees (School Terms Only)**

Grade	Step	From First Full Pay Period on or after 30 June 2017 2.5%		From First Full Pay Period on or after 30 June 2018 2.5%		From First Full Pay Period on or after 30 June 2019 2.5%	
		Weekly Rate (\$)	Hourly Rate (\$)	Weekly Rate (\$)	Hourly Rate (\$)	Weekly Rate (\$)	Hourly Rate (\$)
1	1	977.04	25.71	1,001.48	26.35	1,026.51	27.01
	2	1,006.35	26.48	1,031.51	27.15	1,057.31	27.82
	3	1,036.54	27.28	1,062.45	27.96	1,089.01	28.66
	Performance Step 1	1,061.57	27.94	1,088.11	28.63	1,115.30	29.35
2	1	1,065.50	28.04	1,092.14	28.74	1,119.45	29.46
	2	1,097.47	28.88	1,124.91	29.60	1,153.03	30.34
	3	1,130.40	29.75	1,158.65	30.49	1,187.61	31.25
	Performance Step 1	1,183.45	31.14	1,213.04	31.92	1,243.36	32.72
3	1	1,277.81	33.63	1,309.76	34.47	1,342.50	35.33
	2	1,328.92	34.97	1,362.14	35.85	1,396.20	36.74
	3	1,395.76	36.73	1,430.65	37.65	1,466.42	38.59
	Performance Step 1	1,435.08	37.77	1,470.96	38.71	1,507.73	39.68

**Table 2 – Allowances**

#### TRAVEL ALLOWANCE

The rate below will be calculated on a daily basis as follows:

TRAVEL ALLOWANCE	RATE \$
	\$0.66 per km

#### OTHER ALLOWANCES

	First full pay period on or after 30 June 2017	First full pay period on or after 30 June 2018	First full pay period on or after 30 June 2019
	RATE \$	RATE \$	RATE \$
Meal Allowance - per occasion	14.71	15.08	15.46
First Aid per week	18.48	18.94	19.41
First Aid per day	3.70	3.79	3.88



## SCHEDULE B

# GENERAL EMPLOYEES WHO WORK LESS THAN 48 WEEKS PER YEAR

This Schedule applies only to General Employees engaged by the Employer to work less than 48 weeks a year as at the commencement date of this Agreement, and other employees appointed by the Employer only.

Note: most general employees will be appointed to work 48 weeks per year.

### 1. AVERAGED RATE OF PAY – GENERAL EMPLOYEES WHO WORK LESS THAN 48 WEEKS PER YEAR

- (a) General Employees who work less than 48 weeks per year will be paid an 'averaged' rate of pay in accordance with this Annexure, and receive their applicable annual rate in equal weekly instalments throughout the year.
- (b) Where the General Employee works school terms only, the minimum averaged weekly rate of pay for a full-time General Employee will be rounded to:

$$0.9 \times W$$

Where:

---

W = the weekly rate of pay for full-time General Employees required to work 48 weeks per year calculated by dividing the annual salary as set out in **Table 1A – Salaries and Rates of Pay of Schedule A- Salaries and Allowances** by 52.14, with the answer rounded to two decimal places.

---

- (c) Minimum averaged weekly rates calculated on this basis are set out in **Table 1B – Salaries and Rates of Pay – Averaged General Employees (School Terms Only) of Schedule A – Salaries and Allowances**.
- (d) Corresponding hourly rates for part-time General Employees, calculated by dividing the averaged weekly rate by 38, then rounding to two decimal places, are set out in **Table 1B – Salaries and Rates of Pay – Averaged General Employees (School Terms Only) of Schedule A – Salaries and Allowances**.
- (e) Notwithstanding **paragraph 1(b)** above, if a General Employee works more than school terms, but less than 48 weeks per year, the following provisions will apply:
  - (i) the minimum weekly rate of pay for a full-time General Employee will be determined using the following formula:

$$\frac{(N + 11)}{240} \times W$$

Where:

---

W = the weekly rate of pay for full-time General Employees required to work 48 weeks per year as set out in **Table 1A – Salaries and Rates of Pay of Schedule A – Salaries and Allowances**.

---

N = the number of days worked per year, provided that:

- N cannot be less than the number of school days in that school, and will, for the purposes of applying this formula only, be deemed to be not less than 205 days
  - The value of N does not include the days paid at a casual rate in **Clause 19 - Work During Pupil Vacation Periods for General Employees**;
  - N excludes public holidays; and
  - N cannot exceed 229 and if it does the General Employee will not be paid an averaged rate and instead receive the rate in accordance with **subclause 14.1**.
- 

(ii) Corresponding hourly rates for part-time General Employees can be determined by dividing the applicable averaged weekly rate determined in accordance with this formula by 38, rounded to two decimal places.

(f) Where a General Employee is receiving an averaged rate of pay in accordance with this subclause, this rate will be the appropriate rate for all purposes, except the calculation of casual and overtime rates of pay, in which case the rates in **Table 1A - Salaries and Rates of Pay of Schedule A - Salaries and Allowances** will be used.

## 2. WORK DURING PUPIL VACATION PERIODS FOR GENERAL EMPLOYEES

- 2.1 General Employees who are not engaged to work for 48 weeks per year and who receive an averaged rate of pay in accordance with **Clause 1 of Schedule B – General Employees who Work Less than 48 Weeks Per Year**, may be required by the Employer to undertake additional occasional work during pupil vacation periods. Unless otherwise agreed by the Employer and General Employee, the additional occasional work during pupil vacation periods will not exceed seven days per school year.
- 2.2 Where the Employer requires that work be performed during pupil vacation periods pursuant to **subclause 2.1** the following will apply:

- (a) the Employer will give the General Employee four term weeks written notice of the requirement to work during the pupil vacation period;
- (b) the notice will specify the time the General Employee is to work during the pupil vacation period;
- (c) the General Employee will not be required to work on days other than their normal working days per week and their normal working hours on those days;
- (d) the General Employee will not be required to work during the period of their four weeks of annual leave which, unless otherwise agreed, will typically be taken in a consecutive period during the school summer vacation. Public holidays extend the actual period of time off work during the December/January closedown;
- (e) Notwithstanding the above, a General Employee may agree to waive the conditions found in **paragraphs 2.2(a), (b), (c) or (d)**.

## 2.3 PAYMENT FOR WORK DURING PUPIL VACATION PERIODS

- (a) Subject to **subclauses 2.1 and 2.2**, the General Employee will be paid for each day worked during a pupil vacation period at the appropriate casual rate for the General Employee's classification.
- (b) The casual rate will be in addition to the usual averaged rate of pay received by the General Employee per **Clause 1 of Schedule B - General Employees who Work Less than 48 Weeks Per Year**.
- (c) If a General Employee is notified by the Employer in accordance with **subclause 2.2** and then not required to work on any day notified they will be paid at the appropriate part-time rate of pay for the General Employee's classification for that period(s), in addition to his or her ordinary pay.

## 2.4 GENERAL EMPLOYEE HAS PRIOR COMMITMENTS

- (a) If a General Employee is unable to work during a particular week during a pupil vacation period because of family commitments or other activities planned during that week, the General Employee will give the Employer notice of their unavailability for that particular week. This should be given at the time the Employer advises of the requirement to work during the pupil vacation period.
- (b) If despite the notice of the General Employee's unavailability to work during one particular week in the pupil vacation period in accordance with **paragraph 2.4(a)**, an Employer still requires the General Employee to work during that particular week, discussions will be held between the Employer and the General Employee and/or their Union.

# 3. ANNUAL ADJUSTMENT OF SALARY FORMULA

## 3.1 APPLICATION



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

3.2 This clause only applies to full-time and part-time Employees who receive an averaged rate of pay in accordance with **Clause 1 of Schedule B - General Employees who Work Less than 48 Weeks Per Year**, in circumstances where:

- (a) The Employee has commenced employment after the school service date; and/or
- (b) The Employee 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) The Employee's normal working hours have varied since the school service date; and/or
- (d) The Employee's employment ceases prior to the end of the school year.

3.3 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, an Employee 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.

#### 3.4 CALCULATION OF PAYMENTS

- (a) A payment made pursuant to **paragraphs 4.2(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 4.2(c)** to an Employee 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

### 3.5 EMPLOYEES WHO COMMENCE EMPLOYMENT AFTER THE SCHOOL SERVICE DATE

An Employee who commences employment after the school service date will be paid from the date the Employee commences, provided that, at the end of Term 4, the Employee will be paid an amount calculated pursuant to **subclause 4.4** and will receive no other salary/wages until their return to work in the following school year.

In each succeeding year of employment, the anniversary of appointment of the Employee for the purposes of this clause will be deemed to be the school service date.

### 3.6 EMPLOYEES WHO TAKE APPROVED LEAVE WITHOUT PAY OR UNPAID PARENTAL LEAVE

- (a) Where an Employee 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 Employee 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 an Employee who has received a payment pursuant to **subparagraph 4.6(a)(ii)** returns from leave in the same year rather than the next school year as anticipated, then the Employee will be paid at the conclusion of Term 4 as follows:
  - (i) by applying the formula in **paragraph 4.4(a)** as if no payment had been made to the Employee at the commencement of leave; and
  - (ii) by deducting from that amount the amount earlier paid to the Employee.

### 3.7 EMPLOYEES WHOSE HOURS HAVE VARIED

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

- (a) the amount due pursuant to the formula in **paragraph 4.4(b)** will be calculated; and
- (b) the Employee 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 Employee 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 Employee is paid the amount received will differ from the pay in the preceding fortnights).

# ANNEXURE A

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

---

### 1. APPLICATION:

This Annexure sets out Personal/Carer's Leave portability for Employees who were previously employed by a Participating Employer.

Note: This Annexure establishes obligations on the Employer to recognise Personal/Carer's Leave portability for Employees.

Employees 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.

For the purposes of this Annexure for Teachers and General Employees a Participating Employer is one of the following employers::

Trustees of the Roman Catholic Church Diocese of Armidale	Dr Dan White, Executive Director of Catholic Schools and legal representative of the Catholic Education Office Sydney
the Trustees of the Roman Catholic Church for the Diocese of Bathurst	the Catholic Education Office, Diocese of Parramatta
The Trustees of the Roman Catholic Church for the Diocese of Broken Bay	the Trustees of the Roman Catholic Church for the Diocese of Wagga Wagga
the Trustees of the Roman Catholic Church for the Diocese of Lismore	the Diocese of Wilcannia-Forbes (the Trustees of the Roman Catholic Church for the Diocese of Wilcannia-Forbes)
the Trustees of the Roman Catholic Church for the Diocese of Maitland Newcastle on behalf of the Catholic Schools Office	the Trustees of the Roman Catholic Church as Trustees for the Wollongong Diocese Catholic School System

For the purposes of this Annexure for Teachers only a Participating Employer is the following NSW or ACT Catholic Independent Schools:

#### NSW Catholic Independent Schools

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, Wahrenonga;
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, Wahrenonga;	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	

#### ACT Catholic Independent Schools

Daramalan College
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/carer's that has accumulated with the previous participating Employer will be credited to the Employee as accumulated personal/carer's 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:



- (i) 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.
- (ii) The former Participating Employer will provide to each Employee, on the termination of the Employee's employment, a completed version of the form set 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.

**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)

LAST YEAR OF EMPLOYMENT	NUMBER OF PERSONAL/CARER'S DAYS
Year 2 accumulation	Personal/Carer's Days
Year 3 accumulation	Personal/Carer's Days
Year 4 accumulation	Personal/Carer's Days
Year 5 accumulation	Personal/Carer's Days
Year 6 accumulation	Personal/Carer's Days
(etc up to 15 years if necessary)	Personal/Carer's Days
<b>Signature of Employer</b>	Date

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

**PART TO BE COMPLETED BY EMPLOYEE**

[INSERT NAME OF 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

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:

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



- **'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.
- **'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), 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:
- Prescribed form as set out in **Part One** of this Annexure;
  - Information sheet as set out in **Part Two** of this Annexure;
  - Details of the employee's long service leave entitlements (refer **paragraphs 5.4(a) to 5.4(f)** below); and
  - 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.
- 5.2 The employee will make an application in accordance with this Annexure in the prescribed form as specified in **Part One** of this Annexure, and submit it to the new employer within 14 days of commencing duties as an employee with the new employer.
- 5.3 The new employer will forward the completed application to the former employer.
- 5.4 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 weeks long service leave accumulated by the employee on termination and the employee's full-time equivalent load on termination.
- 5.5 The former employer will remit within three months of the termination of employment of the employee as specified in **paragraph 5.4(d)**, the value of the monetary entitlement as specified in **paragraph 5.4(c)** to the new employer.
- 5.6 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 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/Goulburn

The Diocese of Wilcannia/Forbes

---

The Diocese of Lismore

The Diocese of Wollongong

## CATHOLIC INDEPENDENT SCHOOLS

The John Berne School, Lewisham	St Charbel's College, Punchbowl
Boys' Town, Engadine	St Clare's College, Waverley
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	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
Mount St Joseph High School, Milperra	St. Patrick's College, Strathfield
Oakhill College, Castle Hill	St. Patrick's College, Campbelltown
Maronite College of the Holy Family, Parramatta	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	St Augustine's College, Brookvale



## 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/Goulburn	The Diocese of Wilcannia/Forbes
The Diocese of Lismore	The Diocese of Wollongong
The Diocese of Maitland	

### CATHOLIC INDEPENDENT SCHOOLS

The John Berne School, Lewisham	St. Clare's College, Waverley
Boys' Town, 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, Wahrenonga
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	St. Lucy's School, Wahrenonga
Marist College, Canberra	St. Mary Star of the Sea College, Wollongong
Mater Dei School, Camden	St. Maroun's School, Dulwich Hill
Mount St. Benedict College, Pennant Hills	St Paul's International College, Moss Vale
Mount St Joseph, Milperra	St. Patrick's College, Strathfield
Oakhill College, Castle Hill	St. Patrick's College, Campbelltown
Maronite College of the Holy Family, Parramatta	St. Pius X College, Chatswood
Our Lady of Mercy College, Parramatta	St. Scholastica's College, Glebe Point
Rosebank College, Five Dock	St. Stanislaus' College, Bathurst

Santa Sabina College, Strathfield	St Vincent's College, Potts Point
Stella Maris College, Manly	Trinity Catholic College, Lismore
St. Augustine's College, Brookvale	Waverley College, Waverley
St. Charbel's College, Punchbowl	

Note: In respect of service prior to 30 January 2006, 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
---	-----------------------------------

## 9. AGREEMENT AND APPLICATION TO TRANSFER LONG SERVICE LEAVE

Agreement and Application to Transfer Long Service Leave Entitlements and Eligible Service in Accordance with the Catholic Schools Intrastate Long Service Leave Portability (State) Arrangement.

Within fourteen days of commencing duties as an employee with the New Employer, the employee will complete Part One of this form and forward/give 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)

1) I, \_\_\_\_\_ was until \_\_\_\_ / \_\_\_\_ / 20 \_\_\_\_

employed at \_\_\_\_\_

School/College by \_\_\_\_\_

(Former Employer).

2) As from \_\_\_\_ / \_\_\_\_ / 20 \_\_\_\_ I have been/will be employed by

\_\_\_\_\_  
(New Employer)

at \_\_\_\_\_ School/College.

3) 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.

4) 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.

5) 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 Annexure 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, \_\_\_\_\_

for and on behalf of

\_\_\_\_\_

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 \_\_\_\_\_

For and on Behalf of the New Employer

\_\_\_\_\_

## PART THREE EMPLOYEE INFORMATION SHEET

### 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 (Part One 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.

# ANNEXURE C

## NATIONAL TRAINING WAGE

---

### 1. TITLE

This is the National Training Wage Annexure for General Employees. It is derived from Clause 21.2, National Training Wage, of the *Educational Services (Schools) General Staff Award 2010*, and the rates contained in this Annexure may be adjusted consistent with changes to the rates contained in that award, as set out in **subclause 5.5**.

### 2. DEFINITIONS

In this Annexure:

- adult trainee is a trainee who would qualify for the highest minimum wage in Wage Level A, B or C if covered by that wage level
- approved training means the training specified in the training contract
- Australian Qualifications Framework (AQF) is a national framework for qualifications in post-compulsory education and training
- out of school refers only to periods out of school beyond Year 10 as at the first of January in each year and is deemed to:
  - (a) include any period of schooling beyond Year 10 which was not part of or did not contribute to a completed year of schooling;
  - (b) include any period during which a trainee repeats in whole or part a year of schooling beyond Year 10; and
  - (c) not include any period during a calendar year in which a year of schooling is completed
- relevant State or Territory training authority means the bodies in the relevant State or Territory which exercise approval powers in relation to traineeships and register training contracts under the relevant State or Territory vocational education and training legislation
- relevant State or Territory vocational education and training legislation means the following or any successor legislation:
  - Australian Capital Territory: Training and Tertiary Education Act 2003;
  - New South Wales: Apprenticeship and Traineeship Act 2001;
  - Northern Territory: Northern Territory Employment and Training Act 1991;
  - Queensland: Vocational Education, Training and Employment Act 2000;
  - South Australia: Training and Skills Development Act 2008;
  - Tasmania: Vocational Education and Training Act 1994;
  - Victoria: Education and Training Reform Act 2006; or
  - Western Australia: Vocational Education and Training Act 1996
- trainee is an employee undertaking a traineeship under a training contract
- traineeship means a system of training which has been approved by the relevant State or Territory training authority, which meets the requirements of a training package developed by the relevant Industry Skills Council and endorsed by the National Quality Council, and



which leads to an AQF certificate level qualification

- training contract means an agreement for a traineeship made between an employer and an employee which is registered with the relevant State or Territory training authority
- training package means the competency standards and associated assessment guidelines for an AQF certificate level qualification which have been endorsed for an industry or enterprise by the National Quality Council and placed on the National Training Information Service with the approval of the Commonwealth, State and Territory Ministers responsible for vocational education and training, and includes any relevant replacement training package
- year 10 includes any year before Year 10

### 3. COVERAGE

- 3.1 Subject to **subclauses 3.2 to 3.6**, this Annexure applies in respect of an employee covered by this Agreement who is undertaking a traineeship whose training package and AQF certificate level is allocated to a wage level by **Appendix 1** to this Annexure or by **subclause 5.4**.
- 3.2 This Annexure only applies to AQF Certificate Level IV traineeships for which a relevant AQF Certificate Level III traineeship is listed in **Appendix 1**.
- 3.3 This Annexure does not apply to the apprenticeship system or to any training program which applies to the same occupation and achieves essentially the same training outcome as an existing apprenticeship in an award as at 25 June 1997.
- 3.4 This Annexure does not apply to qualifications not identified in training packages or to qualifications in training packages which are not identified as appropriate for a traineeship.
- 3.5 Where the terms and conditions of this Annexure conflict with other terms and conditions of this Agreement dealing with traineeships, the other terms and conditions of this Agreement prevail.
- 3.6 At the conclusion of the traineeship, this Annexure ceases to apply to the employee.

### 4. TYPES OF TRAINEESHIP

The following types of traineeship are available under this Annexure:

- 4.1 a full-time traineeship based on 38 ordinary hours per week, with 20% of ordinary hours being approved training; and
- 4.2 a part-time traineeship based on less than 38 ordinary hours per week, with 20% of ordinary hours being approved training solely on-the-job or partly on-the-job and partly off-the-job, or where training is fully off-the-job.

### 5. MINIMUM WAGES

- 5.1 Minimum wages for full-time traineeships:

- (a) WAGE LEVEL A

Subject to **subclause 5.3**, the minimum wages for a trainee undertaking a full-time AQF Certificate Level I–III traineeship whose training package and AQF certificate

levels are allocated to Wage Level A by **Appendix 1** are:

	HIGHEST YEAR OF SCHOOLING COMPLETED		
	Year 10 per week \$	Year 11 per week \$	Year 12 per week \$
SCHOOL LEAVER	312.20	343.80	409.60
PLUS 1 YEAR OUT OF SCHOOL	343.80	409.60	476.60
PLUS 2 YEARS OUT OF SCHOOL	409.60	476.60	554.70
PLUS 3 YEARS OUT OF SCHOOL	476.60	554.70	635.10
PLUS 4 YEARS OUT OF SCHOOL	554.70	635.10	
PLUS 5 OR MORE YEARS OUT OF SCHOOL	635.10		

(b) WAGE LEVEL B

Subject to **subclause 5.3** of this Annexure, the minimum wages for a trainee undertaking a full-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level B by **Appendix 1** are:

	HIGHEST YEAR OF SCHOOLING COMPLETED		
	Year 10 per week \$	Year 11 Per week \$	Year 12 per week \$
SCHOOL LEAVER	312.20	343.80	398.50
PLUS 1 YEAR OUT OF SCHOOL	343.80	398.50	458.40
PLUS 2 YEARS OUT OF SCHOOL	398.50	458.40	537.60
PLUS 3 YEARS OUT OF SCHOOL	458.40	537.60	613.20
PLUS 4 YEARS OUT OF SCHOOL	537.60	613.20	
PLUS 5 OR MORE YEARS OUT OF SCHOOL	613.20		

(c) WAGE LEVEL C

Subject to **subclause 5.3** of this Annexure, the minimum wages for a trainee undertaking a full-time AQF Certificate Level I–III traineeship whose training

package and AQF certificate levels are allocated to Wage Level C by **Appendix 1** are:

	HIGHEST YEAR OF SCHOOLING COMPLETED		
	Year 10 per week \$	Year 11 per week \$	Year 12 per week \$
School leaver	312.20	343.80	398.50
Plus 1 year out of school	343.80	398.50	448.60
Plus 2 years out of school	398.50	448.60	501.20
Plus 3 years out of school	448.60	501.20	558.40
Plus 4 years out of school	501.20	558.40	
Plus 5 or more years out of school	558.40		

(d) AQF CERTIFICATE LEVEL IV TRAINEESHIPS

- (i) Subject to **subclause 5.3**, the minimum wages for a trainee undertaking a full-time AQF Certificate Level IV traineeship are the minimum wages for the relevant full-time AQF Certificate Level III traineeship with the addition of 3.8% to those minimum wages.
- (ii) Subject to **subclause 5.3**, the minimum wages for an adult trainee undertaking a full-time AQF Certificate Level IV traineeship are as follows, provided that the relevant wage level is that for the relevant AQF Certificate Level III traineeship:

WAGE LEVEL	FIRST YEAR OF TRAINEESHIP PER WEEK \$	SECOND AND SUBSEQUENT YEARS OF TRAINEESHIP PER WEEK \$
Wage Level A	659.60	685.10
Wage Level B	636.30	660.80
Wage Level C	579.10	601.00

5.2 MINIMUM WAGES FOR PART-TIME TRAINEESHIPS

(a) WAGE LEVEL A

Subject to **paragraph 5.2(f)** and **subclause 5.3**, the minimum wages for a trainee undertaking a part-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level A by **Appendix 1** are:



	HIGHEST YEAR OF SCHOOLING COMPLETED		
	Year 10 per hour \$	Year 11 per hour \$	Year 12 per hour \$
School leaver	10.27	11.32	13.48
Plus 1 year out of school	11.32	13.48	15.69
Plus 2 years out of school	13.48	15.69	18.24
Plus 3 years out of school	15.69	18.24	20.88
Plus 4 years out of school	18.24	20.88	
Plus 5 or more years out of school	20.88		

(b) WAGE LEVEL B

Subject to **paragraph 5.2(f) and subclause 5.3**, the minimum wages for a trainee undertaking a part-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level B by **Appendix 1** are:

	HIGHEST YEAR OF SCHOOLING COMPLETED		
	Year 10 per hour \$	Year 11 per hour \$	Year 12 per hour \$
School leaver	10.27	11.32	13.12
Plus 1 year out of school	11.32	13.12	15.08
Plus 2 years out of school	13.12	15.08	17.70
Plus 3 years out of school	15.08	17.70	20.18
Plus 4 years out of school	17.70	20.18	
Plus 5 or more years out of school	20.18		

(c) WAGE LEVEL C

Subject to **paragraph 5.2(f) and subclause 5.3**, the minimum wages for a trainee undertaking a part-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level C by **Appendix 1** are:

	HIGHEST YEAR OF SCHOOLING COMPLETED		
	Year 10 per hour \$	Year 11 per hour \$	Year 12 per hour \$
School leaver	9.71	10.70	12.40
Plus 1 year out of school	10.70	12.40	13.95
Plus 2 years out of school	12.40	13.95	15.58
Plus 3 years out of school	13.95	15.58	17.36
Plus 4 years out of school	15.58	17.36	
Plus 5 or more years out of school	17.36		

(d) SCHOOL-BASED TRAINEESHIPS

Subject to **paragraph 5.2(f) and subclause 5.3**, the minimum wages for a trainee undertaking a school-based AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Levels A, B or C by **Appendix 1** are as follows when the trainee works ordinary hours:

YEAR OF SCHOOLING	
Year 11 or lower per hour \$	Year 12 per hour \$
10.27	11.32

(e) AQF CERTIFICATE LEVEL IV TRAINEESHIPS

- (i) Subject to **paragraph 5.2(f) and subclause 5.3**, the minimum wages for a trainee undertaking a part-time AQF Certificate Level IV traineeship are the minimum wages for the relevant part-time AQF Certificate Level III traineeship with the addition of 3.8% to those minimum wages.
- (ii) Subject to **paragraph 5.2(f) and subclause 5.3**, the minimum wages for an adult trainee undertaking a part-time AQF Certificate Level IV traineeship are as follows, provided that the relevant wage level is that for the relevant AQF

Certificate Level III traineeship:

WAGE LEVEL	FIRST YEAR OF TRAINEESHIP PER HOUR \$	SECOND AND SUBSEQUENT YEARS OF TRAINEESHIP PER HOUR \$
Wage Level A	21.69	22.54
Wage Level B	20.91	21.72
Wage Level C	19.05	19.78

(f) CALCULATING THE ACTUAL MINIMUM WAGE

- (i) Where the full-time ordinary hours of work are not 38 or an average of 38 per week, the appropriate hourly minimum wage is obtained by multiplying the relevant minimum wage in **paragraphs 5.2(a) - (e)** by 38 and then dividing the figure obtained by the full-time ordinary hours of work per week.
- (ii) Where the approved training for a part-time traineeship is provided fully off-the-job by a registered training organisation, for example at school or at TAFE, the relevant minimum wage in **paragraphs 5.2(a) - (e)** applies to each ordinary hour worked by the trainee.
- (iii) Where the approved training for a part-time traineeship is undertaken solely on-the-job or partly on-the-job and partly off-the-job, the relevant minimum wage in **paragraphs 5.2 (a) - (e)** minus 20% applies to each ordinary hour worked by the trainee.

5.3 OTHER MINIMUM WAGE PROVISIONS

- (a) An Employee who was employed by an Employer immediately prior to becoming a trainee with that Employer must not suffer a reduction in their minimum wage per week or per hour by virtue of becoming a trainee. Casual loadings will be disregarded when determining whether the Employee has suffered a reduction in their minimum wage.
- (a) If a qualification is converted from an AQF Certificate Level II to an AQF Certificate Level III traineeship, or from an AQF Certificate Level III to an AQF Certificate Level IV traineeship, then the trainee must be paid the next highest minimum wage provided in this Annexure, where a higher minimum wage is provided for the new AQF certificate level.

5.4 DEFAULT WAGE RATE

The minimum wage for a trainee undertaking an AQF Certificate Level I–III traineeship whose training package and AQF certificate level are not allocated to a wage level by **Appendix 1** is the relevant minimum wage under this Annexure for a trainee undertaking an AQF Certificate to Level I–III traineeship whose training package and AQF certificate level are allocated to Wage Level B.

5.5 ADJUSTMENT OF RATES IN THIS ANNEXURE

The rates in this Annexure will be not less at any time than the corresponding rates of pay provided in the *Educational Services (Schools) General Staff Award 2010*. If a rate in this Annexure is less than the corresponding rate in that award, the Annexure has



effect in relation to the Employee as if the Annexure rate were equal to the applicable award rate.

## 6. EMPLOYMENT CONDITIONS

- 6.1 A trainee undertaking a school-based traineeship may, with the agreement of the trainee, be paid an additional loading of 25% on all ordinary hours worked instead of paid annual leave, paid personal/carer's leave and paid absence on public holidays, provided that where the trainee works on a public holiday then the public holiday provisions of this Agreement apply.
- 6.2 A trainee is entitled to be released from work without loss of continuity of employment and to payment of the appropriate wages to attend any training and assessment specified in, or associated with, the training contract.
- 6.3 Time spent by a trainee, other than a trainee undertaking a school-based traineeship, in attending any training and assessment specified in, or associated with, the training contract is to be regarded as time worked for the employer for the purposes of calculating the trainee's wages and determining the trainee's employment conditions.
- 6.4 Subject to **subclause 3.5** of this Annexure, all other terms and conditions of this Agreement apply to a trainee unless specifically varied by this Annexure.

# APPENDIX 1 OF ANNEXURE C

## ALLOCATION OF TRAINEESHIPS TO WAGE LEVELS

1. The wage levels applying to training packages and their AQF certificate levels are:

### 1.1 WAGE LEVEL A

o

TRAINING PACKAGE	AQF CERTIFICATE LEVEL
Aeroskills	II
Aviation	I II III
Beauty	III
Business Services	I II III
Chemical, Hydrocarbons and Refining	I II III
Civil Construction	III
Coal Training Package	II III
Community Services	II III
Construction, Plumbing and Services Integrated Framework	I II III
Correctional Services	II III
Drilling	II III
Electricity Supply Industry—Generation Sector	II III (in Western Australia only)
Electricity Supply Industry—Transmission, Distribution and Rail Sector	II
Electrotechnology	I II III (in Western Australia only)
Financial Services	I II III

Floristry	III
Food Processing Industry	III
Gas Industry	III
Information and Communications Technology	I
	II
	III
Laboratory Operations	II
	III
Local Government (other than Operational Works Cert I and II)	I
	II
	III
Manufactured Mineral Products	III
Manufacturing	I
	II
	III
Maritime	I
	II
	III
Metal and Engineering (Technical)	II
	III
Metalliferous Mining	II
	III
Museum, Library and Library/Information Services	II
	III
Plastics, Rubber and Cablemaking	III
Public Safety	III
Public Sector	II
	III
Pulp and Paper Manufacturing Industries	III
Retail Services (including wholesale and Community pharmacy)	III
Telecommunications	II
	III
Textiles, Clothing and Footwear	III
Tourism, Hospitality and Events	I
	II
	III
Training and Assessment	III
Transport and Distribution	III
Water Industry (Utilities)	III



## 1.2 WAGE LEVEL B

TRAINING PACKAGE	AQF CERTIFICATE LEVEL
Animal Care and Management	I II III
Asset Maintenance	I II III
Australian Meat Industry	I II III
Automotive Industry Manufacturing	II III
Automotive Industry Retail, Service and Repair	I II III
Beauty	II
Caravan Industry	II III
Civil Construction	I
Community Recreation Industry	III
Entertainment	I II III
Extractive Industries	II III
Fitness Industry	III
Floristry	II
Food Processing Industry	I II
Forest and Forest Products Industry	I II III
Furnishing	I II III
Gas Industry	I II
Health	II III
Local Government (Operational Works)	I II
Manufactured Mineral Products	I II

Metal and Engineering (Production)	II III
Outdoor Recreation Industry	I II III
Plastics, Rubber and Cable Making	II
Printing and Graphic Arts	II III
Property Services	I II III
Public Safety	I II
Pulp and Paper Manufacturing Industries	I II
Retail Services	I II
Screen and Media	I II III
Sport Industry	II III
Sugar Milling	I II III
Textiles, Clothing and Footwear	I II
Transport and Logistics	I II
Visual Arts, Craft and Design	I II III
Water Industry	I II

### 1.3 WAGE LEVEL C

TRAINING PACKAGE	AQF CERTIFICATE LEVEL
Agri-Food	I
Amenity Horticulture	I II III
Conservation and Land Management	I II III
Funeral Services	I II III
Music	I II III
Racing Industry	I II III
Rural Production	I II III
Seafood Industry	I II III