Maintenance and Outdoor Staff (Catholic Schools) Enterprise Agreement [2011]
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1. Title of the Agreement

This agreement will be known as the “Maintenance and Outdoor Staff (Catholic Schools) Enterprise Agreement 2011.”
2. Coverage of the Agreement

This Agreement covers and applies to:

(a) the employers listed in Schedule A, Schedule B and the Catholic Diocesan employers as defined in clause 4, Definitions.

(b) employees employed by an employer listed in Schedule A, Schedule B and the Catholic Diocesan employers as defined in clause 4, Definitions who work in the classifications set out at clause 8.1 of this agreement; and

(c) the Union, its officers and its members.
3. **Term and Operation**

3.1 This agreement commences from 1 January 2011 and remains in force until 30 June 2011.

3.2 **Relationship between the National Employment Standards and this Agreement**

The National Employment Standards apply to employees covered by this agreement, except where this agreement provides for a more favourable outcome for the employee in a particular respect.
4. Definitions

The following terms when used in this agreement have the following meanings:

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

“Basic Earnings” mean the minimum rate of pay prescribed for an employee by the agreement.

“Casual Employee” means an employee engaged and paid as such.

“Catholic Diocesan Employer” means Dr Dan White, as Executive Director of Schools and representative of the Catholic Education Office Sydney; the Trustees of the Roman Catholic Church Diocese of Armidale; the Trustees of the Roman Catholic Church as Trustees of the Diocese of Bathurst; the Trustees of the Roman Catholic Church for the Diocese of Broken Bay; the Trustees of the Roman Catholic Church for the Diocese of Lismore; and the Catholic Education Office, Diocese of Parramatta; 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 for the Diocese of Wagga Wagga; the Diocese of Wilcannia-Forbes (Trustees of the Roman Catholic Church Diocese of Wilcannia-Forbes); and the Trustees of the Roman Catholic Church for the Diocese of Wollongong as Trustees for the Wollongong Diocese Catholic School System.

“Employee” means an employee whose principal duties are the maintenance of buildings, plant and equipment; the preparation and upkeep of grounds or other similar duties as directed by the employer.

“Employer” means the employer of an employee to whom the agreement applies.

“Full-time Employee” means an employee who works thirty eight hours per week.


“Part-time Employee” means an employee who works a constant number of ordinary hours less than thirty eight hours per week.

“School Service Date” means the usual commencement date of employment at the school for employees covered by this agreement commencing in term 1.

“Union” means the Independent Education Union of Australia or the Australian Liquor, Hospitality and Miscellaneous Workers Union, Miscellaneous Workers Division, New South Wales Branch.
5. Terms of Engagement

5.1 Letter of Appointment

On appointment, the employer shall provide to an employee, other than a casual employee, a letter setting out the following:

(a) Whether the employment incorporates a probationary period and the length of the probationary period, provided that a probationary period may only apply if the employer has advised the employee in writing at the time of offer of appointment of the fact and length of the probationary period. A probationary period shall not exceed three months. The employee shall be advised of any concerns of the employer in relation to the employee’s performance and the steps to be taken by the employee to address these concerns at least four weeks before the end of the probationary period;

(b) the classification and rate of pay of the employee;

(c) the number of hours to be worked each week and the number of weeks or days to be worked throughout the year;

(d) a statement in relation to superannuation entitlements; and

(e) whether the rate of pay is payable during term time only or throughout the year in accordance with paragraph 8.3(b).

If there is a requirement to work during school vacations, except in accordance with clause 14, Work During Pupil Vacation Periods, the number of such days to be worked shall be clearly specified.

5.2 Stand Down –Employees on an Un-averaged Rate of Pay

(a) Subject to clause 12, Implementation of 38 Hour Week, an employee may be stood down on leave of absence without pay during all school vacation periods when no work is available. Provided that the contract of employment shall be deemed not to have been broken for all agreement and statutory purposes by such leave of absence during vacation periods. Provided that such leave of absence during pupil vacation periods shall count as service for all agreement and statutory purposes.

(b) Where the employment of an employee is terminated by the employer in accordance with the provisions of this clause through no fault of the employee within one week of the end of any school term or during the following vacation and such employee whose services are so terminated is re-employed by the same employer before the expiration of two weeks after the commencement of the next school term, the contract of employment shall not be deemed to have been broken for the purposes of the Long Service Leave Act, 1955.

(c) An employee not stood down during school vacation periods prior to the making of this agreement shall not be stood down after the making of this agreement except by agreement.
5.3 Termination of Employment

(a) Except for the first week of employment, the employment of a full-time or part-time employee may be terminated by either party by giving notice to the other party as set out in the following table “Period of Notice”, or by the payment or forfeiture of the equivalent wages in lieu of notice.

**Period of Notice**

<table>
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<tr>
<th>Years of Continuous Service</th>
<th>Notice Period</th>
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<td>Less than 1 year</td>
<td>1 week minimum</td>
</tr>
<tr>
<td>1 year and less than 3 years</td>
<td>2 weeks minimum</td>
</tr>
<tr>
<td>3 years and less than 5 years</td>
<td>3 weeks minimum</td>
</tr>
<tr>
<td>5 years and over</td>
<td>4 weeks minimum</td>
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(b) In addition to the notice periods specified in paragraph (a) of this sub-clause employees aged over 45 years and who have completed at least 2 years continuous service with the employer are entitled to one additional week’s notice from the employer.

(c) Paragraphs (a) and (b) of this sub-clause shall not affect the right of the employer to dismiss any employee without notice for misconduct and in such cases wages shall be paid up to the time of dismissal only.

(d) The employment of a casual employee may be terminated by one hour’s notice by either party.

5.4 Statement of Service

On the termination of employment the employer shall, at the request of the employee, give to such employee a statement signed by the employer stating the period of employment, the employee’s classification, and when the employment terminated.

5.5 Payment on Termination

Employees terminating employment shall be paid all wages and other monies due forthwith, including any payments which may be due in lieu of annual leave and/or long service leave.

5.6 Meal Break

Not more than one hour nor less than half an hour shall be allowed to employees each day for a midday and/or evening meal where work continues after 6.30 pm. This meal break shall be taken not later than the fifth hour of work each day, except by mutual agreement between the employer and the employee. Such meal break shall not be counted as time worked and is unpaid.

5.7 Tea Break

All employees shall be allowed a tea break of 10 minutes daily between the second and third hours from starting time each day, except by mutual
agreement between the employee and the employer. Such tea break shall be counted as time worked.
6. Labour Flexibility

6.1 An employer may direct an employee to carry out such duties as are within the limits of the employee’s skill, competence and training consistent with the classification structure of this agreement, provided that such duties are not designed to promote deskilling.

6.2 An employer may direct an employee to carry out such duties and use such tools and equipment as may be required, provided that the employee has been properly trained in the use of such tools and equipment.

6.3 Any direction issued by an employer, pursuant to sub-clauses 6.1 and 6.2 of this clause, shall be consistent with the employer’s responsibilities to provide a safe and healthy working environment.

6.4 Employees covered by this agreement shall also perform work which is incidental or peripheral to their main tasks or functions.
7. Secure Employment

7.1 Objective of this Clause

The objective of this clause is for the employer to take all reasonable steps to provide its employees with secure employment by maximising the number of permanent positions in the employer’s workforce, in particular by ensuring that casual employees have an opportunity to elect to become full-time or part-time employees.

7.2 Casual Conversion

(a) A casual employee engaged by a particular employer on a regular and systematic basis for a sequence of periods of employment under this agreement during a calendar period of six months shall thereafter have the right to elect to have his or her ongoing contract of employment converted to permanent full-time employment or part-time employment if the employment is to continue beyond the conversion process prescribed by this sub-clause.

(b) Every employer of such a casual employee shall give the employee notice in writing of the provisions of this sub-clause within four weeks of the employee having attained such period of six months. However, the employee retains his or her right of election under this sub-clause if the employer fails to comply with this notice requirement.

(c) Any casual employee who has a right to elect under sub-clause 7.2 (a), upon receiving notice under sub-clause 7.2 (b) or after the expiry of the time for giving such notice, may give four weeks’ notice in writing to the employer that he or she seeks to elect to convert his or her ongoing contract of employment to full-time or part-time employment, and within four weeks of receiving such notice from the employee, the employer shall consent to or refuse the election, but shall not unreasonably so refuse. Where an employer refuses an election to convert, the reasons for doing so shall be fully stated and discussed with the employee concerned, and a genuine attempt shall be made to reach agreement. Any dispute about a refusal of an election to convert an ongoing contract of employment shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.

(d) Any casual employee who does not, within four weeks of receiving written notice from the employer, elect to convert his or her ongoing contract of employment to full-time employment or part-time employment will be deemed to have elected against any such conversion.

(e) Once a casual employee has elected to become and been converted to a full-time employee or a part-time employee, the employee may only revert to casual employment by written agreement with the employer.

(f) If a casual employee has elected to have his or her contract of employment converted to full-time or part-time employment in accordance with paragraph 7.2 (c), the employer and employee shall, in accordance with this paragraph, and subject to paragraph 7.2 (c), discuss and agree upon:
whether the employee will convert to full-time or part-time employment; and

(ii) if it is agreed that the employee will become a part-time employee, the number of hours and the pattern of hours that will be worked either consistent with any other part-time employment provisions of this agreement pursuant to a part time work agreement made under the Act;

Provided that an employee who has worked on a full-time basis throughout the period of casual employment has the right to elect to convert his or her contract of employment to full-time employment and an employee who has worked on a part-time basis during the period of casual employment has the right to elect to convert his or her contract of employment to part-time employment, on the basis of the same number of hours and times of work as previously worked, unless other arrangements are agreed between the employer and the employee.

(g) Following an agreement being reached pursuant to paragraph (f), the employee shall convert to full-time or part-time employment. If there is any dispute about the arrangements to apply to an employee converting from casual employment to full-time or part-time employment, it shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.

(h) An employee must not be engaged and re-engaged, dismissed or replaced in order to avoid any obligation under this sub-clause.

7.3 Occupational Health and Safety

(a) For the purposes of this sub clause, the following definitions shall apply:

(i) A “labour hire business” is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which has as its business function, or one of its business functions, to supply staff employed or engaged by it to another employer for the purpose of such staff performing work or services for that other employer.

(ii) A “contract business” is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which is contracted by another employer to provide a specified service or services or to produce a specific outcome or result for that other employer which might otherwise have been carried out by that other employer’s own employees.

(b) Any employer which engages a labour hire business and/or a contract business to perform work wholly or partially on the employer’s premises shall do the following (either directly, or through the agency of the labour hire or contract business):

(i) consult with employees of the labour hire business and/or contract business regarding the workplace occupational health and safety consultative arrangements;
(ii) provide employees of the labour hire business and/or contract business with appropriate occupational health and safety induction training including the appropriate training required for such employees to perform their jobs safely;

(iii) provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees; and

(iv) ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.

(c) Nothing in this sub-clause 7.3 is intended to affect or detract from any obligation or responsibility upon a labour hire business arising under the Occupational Health and Safety Act 2000 or the Workplace Injury Management and Workers Compensation Act 1998.

7.4 Disputes Regarding the Application of this Clause

Where a dispute arises as to the application or implementation of this clause, the matter shall be dealt with pursuant to the disputes settlement procedure of this agreement.

7.5 This clause has no application in respect of organisations which are properly registered as Group Training Organisations under the Apprenticeship and Traineeship Act 2001 (or equivalent interstate legislation) and are deemed by the relevant State Training Authority to comply with the national standards for Group Training Organisations established by the ANTA Ministerial Council.
8. Wage Rates

8.1 Classification Structure

Employees, other than those holding a trade qualification, shall commence at step 1 of the classification scale and shall progress to steps 2, 3, 4 and 5 on completion of 12 months service at each step.

Trade Qualified employees shall commence at step 4 of the classification structure and shall progress to step 5 on completion of 12 months service.

8.2 Wage Rates - Employees Required To Work 48 Weeks A Year.

Full-time Employees

The minimum weekly rate of pay for full-time employees shall, subject to the other provisions of this agreement be calculated by dividing the rates of pay set out in Table 1 – Wage Rates, of Part B, Monetary Rates by 52.14.

8.3 Wage Rates - Employees not required to work 48 weeks of the year.

Full-time and part-time employees who are not required to work 48 weeks a year shall be paid in accordance with this sub-clause:

(a) Where an employee is not required to work 48 weeks in a year (excluding annual leave) then the employer may elect to stand down the employee or to pay the employee in accordance with paragraph (b) of this sub-clause.

(b) When the employer elects to average a full-time employee’s payment of wages under paragraph (a) of this sub-clause the employee will be paid in equal instalments throughout the year. The following formula shall be used to determine the appropriate full-time weekly rate:

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

where;

W = weekly rate for employees required to work 48 weeks per year determined in accordance with sub-clause 8.2 of this clause

N = number of days worked per year and is not less than the number of days in the school year at each school; provided that:

(1) the number of days in a school year shall be deemed to be not less than 204;

(2) the value of N does not include the days paid at a casual rate in Clause 14, Work During Pupil Vacation Periods;

(3) the number of days worked excludes public holidays; and
(4) N cannot exceed 229 and if it does the employee shall be paid in accordance with sub-clause 8.2 for full time employees or sub-clause 8.4 for part time employees, of this clause.

Provided that where N equals 204, this formula shall be rounded to:

\[ 0.9 \times W \]

(c) The rate of pay of an employee who is not required to work 48 hours per year and which is calculated in accordance with paragraph (b) of this sub-clause shall be the appropriate rate for all purposes for that employee but shall not be used in the calculation of overtime payments and casual rates of pay.

### 8.4 Part-time and Casual Employees

(a) Part-time Employees

(1) Subject to the other provisions of this agreement, part-time employees, for each hour worked during ordinary time, shall be paid one thirty-eighth of the minimum weekly wage calculated in accordance with sub-clause 8.2 or 8.3 as appropriate for the class of work performed by them. Provided that part time employees employed before the first full pay period commencing on or after 27 January 2004 shall be paid an additional rate per hour equivalent to 8% of the appropriate rate as at the first full pay period on or after 27 January 2004. Such hourly rate shall include the leading hand allowance where applicable.

(2) Part-time employees shall be paid a minimum of 3 hours for each start, provided that an employer and employee may agree to a shorter minimum period of engagement to suit the particular needs of the workplace and the employee. A record of such agreement shall be kept in writing and must be retained with pay records.

(3) No part-time employee shall have the number of hours worked adjusted unless by mutual agreement in writing or a redundancy payment being made in accordance with clause 25 Consultation and Redundancy.

(b) Casual Employees

(1) Casual employees, for each hour worked during ordinary time, shall be paid one thirty-eighth of the minimum weekly wage calculated in accordance with sub-clause 8.2 for the class of work performed by them, plus 20 per cent of such hourly equivalent, which is inclusive of compensation for Annual Leave under the Act.

(2) Casual employees shall be paid a minimum payment of 2 hours for each start.

### 8.5 Higher Duties

Employees required to temporarily perform duties for which the leading hand allowance is payable for more than one day shall be paid the allowance for the whole period during which those duties are performed.
8.6 Apprentices

The minimum rates of wages for four year apprentices shall be:

% of tradespersons Rate*

<table>
<thead>
<tr>
<th>Year</th>
<th>Rate</th>
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<tbody>
<tr>
<td>First Year</td>
<td>50</td>
</tr>
<tr>
<td>Second Year</td>
<td>65</td>
</tr>
<tr>
<td>Third Year</td>
<td>75</td>
</tr>
<tr>
<td>Fourth Year</td>
<td>90</td>
</tr>
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*Based on rate for Step 4 as set out in Table 1 – Wage Rates, of Part B, Monetary Rates of this agreement.

8.7 Rounding of Rates

The hourly rate of part-time and casual employees shall be calculated to the nearest whole cent, any amount less than half a cent in the result to be disregarded.

8.8 Absorption

The increases in minimum rates of payment in July 2008, July 2009 and July 2010 may be fully absorbable at the discretion of the employer, into any payment that an employee receives in excess of the rates set out in Table 1 – Wage Rates, of Part B, Monetary Rates, at the applicable time.
9. **Payment of Wages**

9.1 Subject to sub-clause 9.2 of this clause, wages shall be paid weekly in ordinary working time no later than Thursday of each week. An employee kept waiting after the normal ceasing time for the payment of wages shall be deemed to be working during any time kept waiting and shall be paid overtime from the normal ceasing time until payment is made.

9.2 Wages may be paid fortnightly at the employer’s discretion where the majority of employees at the school or college are already paid fortnightly.

9.3 Where an employer and the majority of employees agree, wages may be paid by cheque or electronic funds transfer to an account nominated by the employee.

9.4 Where excess payments are made in circumstances which were not apparent or could not reasonably have been expected to be detected by the employee, the relevant parties shall seek agreement on the matter of the overpayment and its repayment including, when necessary and appropriate, discussion between the relevant union and relevant employer representatives.

9.5 **Annual Remuneration**

(a) Notwithstanding the provisions of this clause, an employee may elect to receive his or her annual remuneration as a combination of wages (payable in accordance with this clause) and benefits payable by the employer. The sum total of such wages, benefits, Fringe Benefits tax and employer administrative charge will equal the appropriate rate of pay prescribed by clause 8, Wage Rates.

(b) The employer will determine the range of benefits available to the employee and the employee may determine the mix and level of benefits as provided in paragraph (a) of this sub-clause.

(c) Any payment calculated by reference to the employee’s salary and payable either:

(i) during employment; or

(ii) on termination of employment; or

(iii) on death

shall be at the rate prescribed by clause 8, Wage Rates.
10. Allowances

10.1 Meal Allowances

(a) Where an employee is required to work overtime in excess of one and one half hours on any day or shift, the employee shall be paid an amount as set out in Item 1 of Table 2- Other Rates and Allowances, for a meal or be supplied with a meal.

(b) Any employee required to work more than five hours overtime shall be paid a further amount as set out in the said Item 1, or be supplied with a meal.

10.2 First Aid Allowance

An employee who has been trained to render first-aid and who is the current holder of appropriate first-aid qualifications, such as a certificate from the St. John Ambulance or similar body shall be paid an allowance as set out in Table 2- Other Rates and Allowances, of Part B; Monetary Rates, if the employee is required by an employer to perform first-aid duty.

10.3 Travelling Expenses

(a) When an employee, in the course of their duty, is required to go to any place away from their usual place of employment, they shall be paid all reasonable expenses actually incurred.

(b) When an 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 shall be paid all reasonable expenses actually incurred and in addition shall 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.

(c) Any employee required to provide a motor car shall be paid extra per week at the rate set out in Item 3 of Table 2- Other Rates and Allowances, of Part B; Monetary Rates.

(d) Where an employee is required by their employer to use their own motor car on a casual or incidental basis, they shall be paid the rate as set out in Item 4 of Table 2- Other Rates and Allowances, for such use.

(e) If the employer provides a vehicle he/she shall pay the whole of the cost of the upkeep, registration, insurance, maintenance and running expenses.

(f) An employee who, at the time of the making of this agreement is in receipt of remuneration, for the use of a motorcar in excess of the rate in Item 3 of Table 2- Other Rates and Allowances, of Part B; Monetary Rates respectively shall continue to receive such higher remuneration.
11. Hours

11.1 Ordinary Hours of Work

Subject to clause 12, Implementation of 38 hour week, the ordinary hours of work for a full-time employee exclusive of meal breaks shall not, without the payment of overtime, exceed an average of 38 per week and shall be worked in five days, Monday to Friday inclusive. Provided that work performed up to 12 noon on Saturday only on essential playing field duties such as watering or marking playing field areas which cannot be performed Mondays to Fridays may be regarded as ordinary hours if the employee is allowed, without loss of pay, equivalent time off in lieu by mutual agreement as to when such time off will be taken during the following week.

11.2 Casual Employees

The spread of ordinary hours of work shall be the same as those worked by full-time weekly employees in the establishment concerned. Where there are no such full-time weekly employees the spread of ordinary hours of work shall be those prescribed by sub-clause 11.1 of this clause.

11.3 Notice of Hours

The employer shall advise the employee of the ordinary hours of work and the ordinary time of meal breaks which shall be displayed in a conspicuous place accessible to the employees. Such hours shall not be changed, without payment of overtime, for work done outside the set hours unless seven days notice of any change is given by the employer to the employee; provided that such seven days notice shall not be required if any change of hours is by mutual agreement between the employer and the employee.

11.4 Part-time Employees

The spread of ordinary hours of work, exclusive of meal time, shall not exceed 8 hours per day.

11.5 Nothing in this clause shall increase the hours of work where employees worked less than 38 hours per week as at the introduction of this agreement.
12. Implementation of 38 Hour Week

The ordinary hours of work for a full-time employee provided by clause 11, Hours, shall be worked in one of the following methods:

12.1 19-Day Month

An employer and employees may agree that the ordinary hours of work provided by clause 11, Hours will be worked as a 19 day month, in which case the following provisions shall apply:

(a) Each employee of the school subject to this agreement shall work 152 hours over 19 days in each four-week period with one rostered day off on full pay in each such period.

(b) Each employee shall accrue 24 minutes for each eight hour day worked by the employee to give the employee an entitlement to take a rostered day off.

(c) Each day of paid leave taken by an employee (but not including long service leave or any period of stand down as provided in sub-clause 5.2 of clause 5, Terms of Engagement), and any public holiday occurring during any cycle of four weeks shall be regarded as a day worked for the purpose of accruing an entitlement under paragraph (b) of this sub-clause.

(d) Rostered days off shall not be regarded as part of the employee’s annual leave for any purpose.

(e) Notwithstanding any other provisions of this sub-clause, an employee shall not be entitled to more than 12 paid rostered days off in any 12 months of consecutive employment.

(f) Any employee who is scheduled to take a rostered day off before having worked a complete four-week cycle shall be paid a pro rata amount for the time that the employee has accrued in accordance with paragraph (b) of this sub-clause.

(g) Any employee whose employment is terminated in the course of a four week cycle shall be paid a pro rata amount for the time accrued by the employee in the cycle in accordance with the said paragraph (b).

(h) Rostered days off shall be scheduled by mutual agreement between employees and the school.

(i) An employee shall be advised by the employer at least four weeks in advance of the day on which the employee is to be rostered off duty.

(j) An employee may, with the agreement of the employer, substitute the day on which the employee is scheduled to be rostered off duty for another day.
(k) If any employee is rostered off duty on the day which coincides with the employee’s normal pay day, the employee shall be paid no later than the working day immediately following his/her rostered day off.

(l) If an employee’s rostered day off falls on a public holiday, an alternative rostered day off shall be observed to be fixed by mutual agreement between the employee and the employer.

(m) Any employee required to work on their rostered day off shall be paid in accordance with the provisions of clause 13, Overtime, and shall also receive another rostered day off in lieu.

(n) Employees are not eligible for sick leave in respect of absences on rostered days off.

12.2 Any Other Method

An employer may apply any other method of implementing the ordinary hours of work provided by clause 11, Hours, on which the school reaches agreement with its employees.

12.3 Discussion about Implementation of 38 Hour Week

Each employer will propose to its employees the basis of implementing the 38 hour week which it determines is best suited to its operations. If the school and its employees are unable to agree to adopt this proposed basis the matter will be referred to the union, who will discuss it with the employer. If they are unable to agree upon the basis which will be adopted, the matter shall be referred to Fair Work Australia for determination.

12.4 Payment for Rostered Days Off during Stand Down

Notwithstanding any other provisions of this agreement, the following provisions shall apply in the case of any employee whose contract of employment provides that he or she shall be stood down during the whole or part of non-term time pursuant to sub-clause 5.2 of clause 5, Terms of Engagement.

(a) The ordinary hours of work for employees to whom this sub-clause applies shall not exceed 40 hours per week, exclusive of meal breaks, without payment of overtime.

(b) At the commencement of every period during which an employee to whom this sub-clause applies is stood down, the employee shall be paid, in addition to any other entitlements, an amount calculated by using the formula

$$w \times \frac{2P}{40}$$

where:

$$W = \text{the number of weeks worked by the employee since either the employee's employment commenced, this clause commenced, or the conclusion of the employee's last stand down period, whichever is the later; and}$$
\[ P = \text{the weekly rate of pay fixed for the employee's work by this agreement received by the employee since the employee's employment commenced, this clause commenced, or the conclusion of the employee's last stand down period, whichever is the later.} \]

(c) This sub-clause will not apply to employees whose salary is determined in accordance with paragraph (b) of sub-clause 8.3 of clause 8, Wage Rates.
13. **Overtime**

13.1 **Definition of Overtime**

All time required by the employer to be worked outside the ordinary hours of work prescribed by clause 11, Hours, shall be overtime.

13.2 **Payment for Overtime**

Overtime shall be paid for at the rate of time and one-half for the first two hours and double time thereafter. Provided that overtime worked between midnight Friday and midnight Sunday shall be paid at the rate of double time.

13.3 **Calculating Overtime**

For the purpose of calculating overtime, each day’s work shall stand alone.

13.4 **10 Hour Break**

(a) Overtime shall, where reasonably practicable, be so arranged that employees have at least ten consecutive hours off duty between the work of successive days.

(b) An employee, other than a casual 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 shall, subject to this sub-clause, 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 the employer requires an employee to resume or continue work without having had such ten consecutive hours off duty:

(1) the employee shall be paid at double rates until they are released from duty for such period, and

(2) he/she then shall 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.

13.5 **Time Off in Lieu of Overtime**

Where an employee has performed duty on overtime, the employee may be released from duty for a period not exceeding the period of overtime actually worked provided that:

(a) An employee may only be released from duty in lieu of payment for overtime at the request of the employee and with agreement from the employer. Such agreement shall be in writing and be kept with the time and wages records.

(b) An employee may not accumulate more than 20 hours to be taken as leave in lieu of overtime payment.
(c) Time off in lieu of payment for overtime and shall be taken within 12 months of the accrual. Where such leave is not taken in this period it shall be paid at the appropriate overtime rate.

(d) This provision shall only apply in respect of overtime worked between Monday to Friday inclusive. Normal penalties for overtime worked on Saturday and Sunday shall apply for those days.

13.6 Recall to work

(a) An 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) shall be paid a minimum of two hours pay at the appropriate rate for each such attendance.

(b) This sub-clause shall not apply where a period of duty is continuous (notwithstanding that the employer may allow the employee a reasonable meal break before, during or after such attendance) with the completion or commencement of ordinary working time.

13.7 Minimum Payment

For work done on a Sunday double ordinary time with a minimum payment for four hours’ work shall be paid.

13.8 An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable.

13.9 For the purposes of sub-clause 13.8 what is unreasonable or otherwise will be determined having regard to:

(a) any risk to employee health or safety;

(b) the employee’s personal circumstances including any family and carer responsibilities;

(c) the needs of the workplace or enterprise;

(d) the notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it; and

(e) any other relevant matter.
14. Work During Pupil Vacation Periods

An employee who is stood down during pupil vacation periods shall not be required to work during such periods.

An employee who is requested and who agrees to work during this period shall be paid at casual rates in addition to any other remuneration received if the employee is paid an averaged rate of pay pursuant to sub-clause 8.3 of clause 8, Wage Rates.
15. Annual Leave and Payment on Termination

15.1 The Act applies, provided that annual leave shall be given and taken during the summer pupil vacation period, except where the employer and the employee agree in writing to the contrary.

15.2 An employee shall be paid a pro-rata amount for annual leave on termination pursuant to the Act, provided that employees whose rate of pay has been averaged in accordance with sub-clause 8.3 of clause 8, Wage Rates, may receive an amount calculated in accordance with sub-clause 15.3 of this clause.

15.3 (a) For employees paid in accordance with sub-clause 8.3 of Clause 8, Wage Rates, this sub-clause will apply:

(i) in lieu of the corresponding provisions of the Act; and

(ii) notwithstanding any other provisions in this agreement.

(b) The provisions of this sub-clause shall apply as set out in the relevant paragraphs where:

(i) an employee’s employment ceases

(ii) an employee commences employment after the school service date;

(iii) an employee takes approved leave without pay or parental leave for a period which (in total) exceeds 20 pupil days in any year; or

(iv) the working hours of the employee have varied since the school service date.

15.4 Calculation of Payments

(i) A payment made pursuant to sub-paragraph (i), (ii) or (iii) of paragraph (b) of sub-clause 15.3 shall be calculated in accordance with the following formula:

Step 1 \[ \frac{A \times B}{C} = D \]

Step 2 \[ D - E = F \]

Step 3 \[ \frac{F \times G}{2} = H \]

where:

A = The number of term weeks worked by the employee since the school service date
B = The number of non-term weeks in the school year
C = The number of term weeks in the school year
D = Result in weeks
E = The number of non-term weeks worked by the employee since the school service date
F = Result in weeks
G = The employee’s current fortnightly salary
(ii) A payment made pursuant to sub-paragraph (iv) of paragraph (b) of sub-clause 15.3 to an employee whose normal working hours have varied shall be calculated in accordance with the following formula:

Step 1  \( A - B = C \)

Step 2  \( \frac{C \times D}{E} = F \)

Step 3  \( F - B = G \)

where:

- \( A \) = Total salary paid to the employee since the school service date
- \( B \) = Salary paid to the employee in respect of non-term weeks since the school service date
- \( C \) = Salary paid to the employee in respect of term weeks since the school service date
- \( D \) = The total number of non-term weeks in the school year
- \( E \) = The total number of term weeks in the school year
- \( F \) = Result in dollars
- \( G \) = Amount Due

(iii) For the purpose of this clause:

(A) “School Service Date” means the usual commencement date of employment at the school for employees covered by this agreement commencing in term 1.

15.5 Employees who commence Employment after the School Service Date

(i) An employee who commences employment after the school service date shall be paid from the date the employee commences provided that, at the end of Term IV, the employee shall be paid an amount calculated pursuant sub-clause 15.4 (i) and shall receive no other salary until his or her return to work in the following school year.

(ii) In each succeeding year of employment, the anniversary of appointment of the employee for the purposes of this clause shall be deemed to be the school service date.

15.6 Employees who take Approved Leave Without Pay or Parental Leave

Where an employee takes leave without pay or parental leave with the approval of the employer for a period which (in total) exceeds 20 pupil days in any year, the employee shall be paid salary calculated in accordance with this clause as follows:

(i) If the leave commences and concludes in the same school year payment shall be calculated and made at the conclusion of Term IV 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 shall be calculated and made in respect of the school year in which the leave commences; and

(B) at the end of Term IV in the school year in which the leave concludes a payment shall be calculated and made in respect of that school year.

(iii) Where an employee who has received a payment pursuant to sub-clause 15.6 (ii) of this paragraph returns from leave in the same year rather than the next school year as anticipated, then the employee shall be paid at the conclusion of Term IV as follows:

(A) by applying for formula in sub-clause 15.4 (i) as if no payment had been made to the employee at the commencement of leave;

(B) by deducting from that amount the amount earlier paid to the employee.

15.7 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 shall be paid throughout the summer pupil vacation as follows:

(a) the amount due pursuant to the formula in sub-clause 15.4 (ii) shall be calculated; and

(b) the employee shall 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 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).

15.8 Notwithstanding the provisions of sub-clause 15.3 (a) an employee shall not pursuant to this sub-clause, be paid an amount in respect of a year of employment which is less than the amount to which the employee would otherwise be entitled under the provisions of the Act, in respect of a year of employment.
16. Annual Leave Loading

16.1 Where an employee is given and takes their annual holiday, or, where by agreement between the employer and employee the annual holiday is given and taken in more than one separate period, then before each of such separate periods, the employer shall pay their employee a loading determined in accordance with this clause.

16.2 The loading is payable in addition to the pay for the period of holiday given and taken and due to the employee under the Act and this agreement.

16.3 The loading is to be calculated in relation to any period of annual holiday to which the employee becomes entitled under the Act and this agreement, or, where such a holiday is given and taken in separate periods then in relation to each such separate period. NOTE: See sub-clause 16.5 (a) of this clause, as to holidays taken wholly or partly in advance.

16.4 The loading is the amount payable for the period or the separate period, as the case may be, stated in sub-clause 16.3 of this clause, at the rate per week of 17½ per cent of the appropriate ordinary weekly time rate of pay prescribed by this agreement for the classification in which the employee was employed immediately before commencing their annual holiday, but shall not include any other allowances, penalty rates, shift allowances, overtime or any other payments prescribed by this agreement.

16.5

(a) No loading is payable to an employee who takes annual holidays wholly or partly in advance; provided that, if the employee continues until the day when they would have become entitled under the Act to an annual holiday, the loading then becomes payable in respect of the period of such holiday and is to be calculated in accordance with sub-clause 16.4 of this clause applying the agreement rates of wages payable on that day.

(b) Notwithstanding the provisions of paragraph (a) of this sub-clause, an employee shall be paid an annual holiday loading where the annual holiday falls wholly or partly in advance during the summer pupil vacation period. The employee shall be entitled to the fraction of four weeks holiday loading as is equal to the number of weeks worked by the employee in that school year compared to the number of weeks in the year since the school service date.

(c) Where an employee receives a payment pursuant to paragraph (a) of sub-clause 15.4 of clause 15, Annual Leave and Payment on Termination, the employee shall be entitled to be paid for that part of the fraction of four weeks holiday loading as is equal to the number of weeks worked by the employee in that school year compared to the number of weeks in the year since the school service date.

16.6 Where the employment of an employee is terminated by their employer, for a cause other than misconduct and at the time of the termination the employee has not been given and has not taken the whole of an annual holiday to which they are entitled, they shall be paid a loading calculated in accordance with sub-clause 16.4 for the period not taken.
17. Sick Leave

17.1 Employees shall be entitled to sick leave from 1 July 2005 as follows:

(a) **Employees in Schools operated by a Catholic Diocesan Employer:**

Fifteen (15) days’ sick leave on full pay upon each anniversary of their continuous service which occurs after the first full pay period on or after 1 July 2005.

(b) **Employees employed in Schedule A and Schedule B schools:**

Sick leave on full pay as set out in the following table upon each anniversary of their continuous service which occurs after the first full pay period on or after 1 July 2005.

<table>
<thead>
<tr>
<th>Employees who work 45 term weeks or more per school year</th>
<th>15 days sick leave per annum</th>
</tr>
</thead>
<tbody>
<tr>
<td>Employees who work 41 term weeks or more, but less than 45 weeks per school year</td>
<td>14 days sick leave per annum</td>
</tr>
<tr>
<td>Employees who work less than 41 term weeks per school year</td>
<td>13 days sick leave per annum</td>
</tr>
</tbody>
</table>

17.2 Accumulation of Sick Leave

(a) If the full period of sick leave is not taken in any year, the whole or any untaken portion shall be cumulative from year to year. Provided that the employer shall not be bound to credit an employee for sick leave which accrued more than 15 years before the end of the last year of completed service and the maximum accrual of sick leave (including both current and accumulated) shall be 154 days.

(b) Service before the date of coming into force of this agreement shall be taken into account for the purpose of calculating the annual entitlement to sick leave. Provided however:

(i) that for years of service completed between the first full pay period on or after 1 July 2003 and the employee’s anniversary of continuing service occurring before the first full pay period on or after 1 July 2005, sick leave accrued at the rate of 10 days during the first year of service and 12 days during the second and subsequent years of service.

(ii) that for years of service completed before 1 July 2003 sick leave accrued at the rates applicable under the relevant awards, being the Maintenance and Outdoor Staff (Catholic Schools) (State) Award (330 IG 43), and the Miscellaneous Workers Independent Schools and Colleges &c., (State) Award (283 IG 1193) and its predecessors.

17.3 Conditions on the taking of Sick Leave

The taking of sick leave is subject to the following conditions:
(a) Employees shall not be entitled to paid sick leave for any period in respect of which the employee is entitled to payment under the *Workers’ Compensation Act*, 1987.

(b) The employee shall, as soon as reasonably practicable, and in any case within 24 hours of the commencement of such absence, inform the employer of an inability to attend for duty and, as far as possible, state the nature of the injury or illness and the estimated duration of the absence.

(c) The employee shall furnish to the employer such evidence as the employer may desire that the employee was unable by reason of such illness or injury to attend for duty on the day or days for which sick leave is claimed.

Provided that where a single day absence occurs before and/or after a public holiday or a rostered day off a medical certificate shall be supplied.

17.4 Part Time Employees

(a) The sick leave entitlement of a part-time employee shall be in that proportion which the number of hours worked by the employee in a week bears to a full-time employee.

(b) When the number of hours worked by an employee varies, the sick leave entitlement of the employee shall be calculated and credited to the employee in hours at the time of such variation.

17.5 If an agreement holiday occurs during an employee’s absence on sick leave then such agreement holiday shall not be counted as sick leave.

17.6 Portability (Catholic Diocesan Employers Only)

(a) An employee who was previously employed with another Catholic Diocesan Employer as a full-time, part-time or temporary employee, and is employed by another Catholic Diocesan Employer on or after 1 January 2000, shall be entitled to portability of sick leave in accordance with this sub-clause.

(b) Untaken sick leave which has accumulated in accordance with sub-clause 17.2 of this clause shall be credited to the employee as their accumulated sick leave on their commencement of employment with the Diocese.

(c) For an employee to be eligible for portability of sick leave under this clause, the employee must satisfy the following criteria:

(i) The employee has commenced employment with the Catholic Diocesan Employer within six months or two terms, whichever is the greater, of the employee’s employment terminating with the other Catholic Diocesan Employer.

(ii) The former Catholic Diocesan Employer will provide to each employee on request on termination of employment, a completed version of the form set out in Annexure 1 of this agreement and the employee will provide the original completed form to the new Catholic Diocesan Employer within six school weeks of the commencement of employment.
(d) Notwithstanding paragraphs (a) and (b) of this sub-clause, the maximum sick leave portable between Catholic Diocesan Employers shall be 150 days.
18. Personal/Carer’s Leave

18.1 Use of Sick Leave to Provide Care and Support for a Family Member

(a) An employee other than a casual employee, with responsibilities in relation to a class of person set out in sub-clause 18.1 (c) (ii) who needs the employee’s care and support, shall be entitled to use, in any year, in accordance with this sub-clause, any current or accrued sick leave entitlement provided for at clause 17 of the agreement, for absences to provide care and support for such persons when they are ill, or who require care due to an unexpected emergency. Such leave may be taken for part of a single day.

(b) The employee shall, if required,

(i) establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person, or

(ii) establish by production of documentation acceptable to the employer or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.

In normal circumstances, an employee must not take carer’s leave under this sub-clause where another person had taken leave to care for the same person.

(c) The entitlement to use sick leave in accordance with this sub-clause is subject to:

(i) the employee being responsible for the care of the person concerned; and

(ii) the family member being immediate family member as defined.

Note: In the unlikely event that more than 10 days sick leave in any year is to be used for caring purposes the employer and employee shall discuss appropriate arrangements which, as far as practicable, take account of the employer’s and employee’s requirements.

Where the parties are unable to reach agreement the disputes procedure at Clause 27, Dispute Procedures should be followed.

18.2 Use of Sick Leave for a Pressing Domestic Necessity

(a) Subject to paragraph (c), for the purposes of this clause “Pressing Domestic Necessity” means any reason at the discretion of the Employer, provided that such discretion is not unreasonably withheld and is exercised so as not to contravene any applicable provisions of the Anti-Discrimination Act 1977.

(b) An employee, other than a casual employee, with sick leave credits may apply to utilise such credits up to five of any current or accrued sick leave entitlement days in any one year of the employee’s service, for any pressing domestic necessity other than to care for or support a person defined in subparagraph 18.1 (c) (ii).
(c) Where an employee, other than a casual employee, is not entitled to utilise sick leave credits pursuant to paragraph 18.1(a) he or she may access any current or accrued sick leave for any Pressing Domestic Necessity where the employee is responsible for the care or support of a person not referred to in subparagraph 18.1 (c) (ii).

(d) The yearly entitlement for the purpose of pressing domestic necessity in paragraph 18.2 (b) is non-cumulative.

(e) If required, an employee shall provide a written statement or other evidence supporting the application for sick leave for the purpose of Pressing Domestic Necessity.

18.3 Notification of Intention to Take Leave

In relation to sub-clauses 18.1 and 18.2, wherever practicable, an employee shall give the employer notice prior to the absence of the intention to take leave. The employee shall also provide the name of the person requiring care, that person’s relationship to the employee, the nature of any pressing domestic necessity, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

18.4 Unpaid Leave for Family Purpose

An employee may elect, with the consent of the employer to take unpaid leave for the purpose of providing care and support to a person referred to in subparagraph 18.1 (c) (ii) or paragraph 18.2 (c) who is ill or who requires care due to an unexpected emergency.

18.5 Annual Leave

(a) An employee may elect with the consent of the employer to take annual leave not exceeding ten days in single day periods or part thereof, in any calendar year at a time or times agreed by the parties.

(b) Access to annual leave, as prescribed in paragraph (a) of this sub-clause, shall be exclusive of any shutdown period provided for elsewhere under this agreement.

(c) An employee may agree to defer payment of the annual leave loading in respect of single day absences, until at least five consecutive annual leave days are taken.

(d) An employee may elect with the employers agreement to take annual leave at any time within a period of 24 months from the date at which it falls due.

18.6 Time Off in Lieu of Payment for Overtime

(a) An 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 twelve (12) months of the said election.
(b) Overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate that is an hour for each hour worked.

(c) If, having elected to take time as leave in accordance with paragraph (a) of this subclause, the leave is not taken for whatever reason, payment for time accrued at overtime rates shall be made at the expiry of the twelve (12) month period or on termination.

(d) Where no election is made in accordance with paragraph (a) of this subclause, the employee shall be paid overtime rates in accordance with the agreement.

18.7 Make-Up Time

(a) An employee may elect, with the consent of the employer, to work “make-up time” under which the employee takes time off ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the agreement, at the ordinary rate of pay.

(b) An employee on shift work may elect, with the consent of the employer, to work "make-up time" (under which the employee takes time off ordinary hours and works those hours at a later time), at the shift work rate which would have been applicable to the hours taken off.

18.8 Rostered Days Off

(a) An employee may elect, with the consent of the employer, to take a rostered day off at any time.

(b) An employee may elect, with the consent of the employer, to take rostered days off in part day amounts.

(c) An employee may elect, with the consent of the employer, to accrue some or all rostered days off for the purpose of creating a bank to be drawn upon at a time mutually agreed between the employer and employee, or subject to reasonable notice by the employee or the employer.

This sub-clause is subject to the employer informing each union which is both party to the agreement and which has members employed at the particular enterprise of its intention to introduce an enterprise system of RDO flexibility, and providing a reasonable opportunity for the union(s) to participate in negotiations.

18.9 Entitlement for Casual Employees

(a) Subject to the requirements in paragraph 18.1 (b) and sub-clause 18.3, casual employees are entitled to not be available to attend work, or to leave work if they need to care for a person prescribed in 18.1 (c) (ii) or 18.2 (c) of this clause who is sick and requires care and support, or who requires care due to an unexpected emergency, or the birth of a child.

(b) The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
(c) 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.
19. Parental Leave - Catholic Diocesan Employers

19.1 Maternity Leave

(a) An employee who applies for maternity leave under the Act, is granted maternity leave for a period of 14 weeks or longer by the employer and commences maternity leave on or after 1 July 2005, shall be entitled to maternity leave in accordance with this sub-clause. 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 17, Sick Leave) in the period four calendar weeks prior to the expected date of birth from the payment of paid maternity leave to which the employee is entitled pursuant to this sub-clause.

(b) The maternity leave shall be paid for 14 weeks at the rate of salary the employee would have received, if the employee had not taken maternity leave. (If the period of maternity leave granted to the employee is for less than 14 weeks then the period of paid maternity leave shall be for such lesser period).

(c) The employee may elect to be paid during the period of paid leave in paragraph (b) of this sub-clause either in accordance with the usual employer payment schedule or as a lump sum payment in advance. In addition, if the employee requests and the employer agrees, the final three weeks of the leave may be paid at half pay for a period of six weeks.

(d) Where an employee applies for a lump sum payment in advance under paragraph (c) of this sub-clause, the employee shall give the employer at least one month’s notice of intention.

(e) If an employee has commenced paid maternity leave and subsequently the employee’s pregnancy results in a miscarriage or a still birth, the employee shall be entitled to retain payment in accordance with this clause equivalent to salary for the period of maternity leave taken by the employee.

(f) The parties agree to review the effect of this clause in the event of any legislation by either the Federal or State Government which provides a maternity allowance or similar payment, however named, or in the event that the operation of this clause is found to be discriminatory by an anti-discrimination tribunal.

(g) An employee on paid maternity leave in accordance with this clause will not be employed as a casual employee by the employer during such paid leave.

(h) Except as varied by this Clause, the Act shall apply.

19.2 Adoption Leave

(a) An employee who applies for adoption leave under the Act and is granted such leave by the employer in accordance with these provisions, shall be entitled to payment of adoption leave under the same (or comparable) conditions as those set out in this clause in relation to paid maternity leave. Provided further that adoption leave shall only be payable in respect of one adopting parent of a child.
19.3 Paternity Leave

(a) An employee shall be entitled, subject to this sub-clause, to take paternity leave in one continuous period not exceeding two weeks. Such leave shall be deducted from, and shall not exceed, the employee’s entitlement to Personal/Carer’s Leave pursuant to Clause 18 of this agreement.

(b) The employee shall be entitled to take such paternity leave in the four weeks before the date or expected date of the 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 to 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 shall be recorded in writing. Where the employee does not agree, the leave shall be taken in accordance with this paragraph.

(c) The entitlement to paternity leave in paragraphs 19.3(a) and (b) is inclusive of, and not in addition to, the employee’s entitlement to take unpaid paternity leave in accordance with the Act.

(d) The employee must, at least 4 weeks before proceeding on leave pursuant to paragraph 19.3(b) above, give written notice of the dates on which he proposes to start and end the period of leave. The proposed dates may be varied by further written notice, subject to the provisions of paragraph 19.3(c) above.

19.4 Casual Employees

An employer must not fail to re-engage a regular casual employee because:

(a) the employee or employee’s spouse is pregnant; or

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

The rights of an employer in relation to engagement and re-engagement of casual employees are not affected, other than in accordance with this clause.

For the purposes of this clause a regular casual employee is a casual employee who works for an employer on a regular and systematic basis who has a reasonable expectation of ongoing employment on that basis.

19.5 Right to request

(a) An employee entitled to parental leave may request the employer to allow the employee:

(i) to extend the period of simultaneous unpaid parental leave up to a maximum of eight weeks;

(ii) to extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months;

(iii) to return from a period of parental leave on a part-time basis until the child reaches school age;

to assist the employee in reconciling work and parental responsibilities.
(b) The employer shall consider the request having regard to the employee’s circumstances and, provided the request is genuinely based on the employee’s parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the employer’s business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

(c) **Employee’s request and the employer’s decision to be in writing**

The employee’s request and the employer’s decision made under subparagraphs 19.5(a) (2) and 19.5(a) (iii) must be recorded in writing.

(d) **Request to return to work part-time**

Where an employee wishes to make a request under subparagraph 19.5(a) (iii), such a request must be made as soon as possible before the date upon which the employee is due to return to work from parental leave.

19.6 **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 shall take reasonable steps to:

(1) 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

(2) 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 shall 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 shall also notify the employer of changes of address or other contact details which might affect the employer’s capacity to comply with paragraph 19.6(a).

19.7 **Right to Request Flexible Working Arrangements**

(a) An employee who is a parent, or has responsibility for the care, of a child may request of the employer for a change in working arrangements to assist the employee to care for the child if the child:

(i) is under school age; or

(ii) is under 18 and has a disability.

(b) The employer is not entitled to make the request unless:

(i) 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
(ii) for a casual employee – the employee:

(A) is a long term casual employee of the employer immediately before making a request; and

(B) has a reasonable expectation of continuing employment by the employer on a regular and systematic basis.

(c) The request must be in writing; and set out details of the change sought and of the reasons for the change.

(d) The employer must give the employee a written response to the request within 21 days, stating whether the employer grants or refuses the request.

(e) The employer may refuse the request only on reasonable business grounds.

(f) If the employer refuses the request, the written response under sub-clause 19.7 (d) must include details of the reasons for the refusal.
19A. Parental Leave – Schedule A Schools

The provisions of this clause shall apply to all employees employed at schools listed at Schedule A of Part B of this agreement.

19A.1 Maternity Leave

(a) An employee who applies for maternity leave the Act, is granted maternity leave for a period of fourteen weeks or longer by the employer and commences maternity leave on or after 1 January 2009, shall be entitled to maternity leave in accordance with this sub-clause.

(b) The maternity leave shall be paid for fourteen weeks at the rate of salary the employee would have received, if the employee had not taken maternity leave. (If the period of maternity leave granted to the employee is for less than fourteen weeks then the period of paid maternity leave shall be for such lesser period).

(c) The employee may elect to be paid during the period of paid leave in paragraph (b) of this sub-clause either in accordance with the usual employer payment schedule or as a lump sum payment in advance. In addition, if the employee requests and the employer agrees, the final three weeks of the leave may be paid at half pay for a period of six weeks.

(d) Where an employee applies for a lump sum payment in advance under paragraph (c) of this sub-clause, the employee shall give the employer at least one month’s notice of intention.

(e) If an employee has commenced paid maternity leave and subsequently the employee’s pregnancy results in a miscarriage or a still birth, the employee shall be entitled to retain payment in accordance with this clause equivalent to salary for the period of maternity leave taken by the employee.

(f) The parties agree to review the effect of this clause in the event of any legislation by either the Federal or State Government which provides a maternity allowance or similar payment, however named, or in the event that the operation of this clause is found to be discriminatory by an anti-discrimination tribunal.

(g) An employee on paid maternity leave in accordance with this clause will not be employed as a casual employee by the employer during such paid leave.

(h) Except as varied by this provision, the Act shall apply.

Notation

Transitional Arrangements – For the purpose of paragraph (a) of this sub-clause, maternity leave commences on or after 1 January 2009, if the first day off work due to maternity leave is on or after 1 January 2009.

19A.2 Adoption Leave

(a) An employee who applies for adoption leave under the Act and is granted such leave by the employer in accordance with these provisions, shall be entitled to payment of adoption leave under the same (or comparable)
conditions as those set out in this clause in relation to paid maternity leave. Provided further that adoption leave shall only be payable in respect of one adopting parent of a child.

(b) An employee shall be entitled to one day's leave with pay for the purpose of adopting any child provided that he or she is not also entitled to payment of adoption leave pursuant to paragraph (a) of this sub-clause.

19A.3 Paternity Leave

(a) An employee shall be entitled to one day’s leave with pay on the date of his wife’s confinement or on the day on which his wife leaves hospital following her confinement.

(b) In addition to the entitlement in paragraph 19A.3(a), an employee shall be entitled, subject to this sub-clause, to take paternity leave in one continuous period not exceeding two weeks. Such leave shall be deducted from, and shall not exceed, the employee’s entitlement to Personal/Carer's Leave pursuant to Clause 18 of this agreement.

(c) The employee shall be entitled to take such paternity leave in the four weeks before the date or expected date of the 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 to 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 shall be recorded in writing. Where the employee does not agree, the leave shall be taken in accordance with this paragraph.

(d) The entitlement to paternity leave in paragraphs 19A.3 (a) and (b) is inclusive of, and not in addition to, the employee’s entitlement to take unpaid paternity leave in accordance with the Act.

(e) The employee must, at least 4 weeks before proceeding on leave pursuant to paragraph 19A.3(b) above, give written notice of the dates on which he proposes to start and end the period of leave. The proposed dates may be varied by further written notice, subject to the provisions of paragraph 19A.3(c) above.

19A.4 Casual Employees

An employer must not fail to re-engage a regular casual employee because:

(a) the employee or employee's spouse is pregnant; or

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

The rights of an employer in relation to engagement and re-engagement of casual employees are not affected, other than in accordance with this clause.

For the purposes of this clause a regular casual employee is a casual employee who works for an employer on a regular and systematic basis who has a reasonable expectation of ongoing employment on that basis.
19A.5 Right to request

(a) An employee entitled to parental leave may request the employer to allow the employee:

(i) to extend the period of simultaneous unpaid parental leave up to a maximum of eight weeks;

(ii) to extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months;

(iii) to return from a period of parental leave on a part-time basis until the child reaches school age;

to assist the employee in reconciling work and parental responsibilities.

(b) The employer shall consider the request having regard to the employee’s circumstances and, provided the request is genuinely based on the employee’s parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the employer’s business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

(c) Employee’s request and the employer’s decision to be in writing

The employee’s request and the employer’s decision made under subparagraphs (a) (ii) and (a) (iii) of this sub-clause must be recorded in writing.

(d) Request to return to work part-time

Where an employee wishes to make a request under subparagraph 19A.5 (a) (iii), such a request must be made as soon as possible before the date upon which the employee is due to return to work from parental leave.

19A.6 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 shall 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 shall 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.
(b) The employee shall also notify the employer of changes of address or other contact details which might affect the employer’s capacity to comply with paragraph 19A.6 (a).

19A.7 Right to Request Flexible Working Arrangements

(a) An employee who is a parent, or has responsibility for the care, of a child may request of the employer for a change in working arrangements to assist the employee to care for the child if the child:

(i) is under school age; or

(ii) is under 18 and has a disability.

(b) The employer is not entitled to make the request unless:

(i) 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

(ii) for a casual employee – the employee:

   (A) is a long term casual employee of the employer immediately before making a request; and

   (B) has a reasonable expectation of continuing employment by the employer on a regular and systematic basis.

(c) The request must be in writing; and set out details of the change sought and of the reasons for the change.

(d) The employer must give the employee a written response to the request within 21 days, stating whether the employer grants or refuses the request.

(e) The employer may refuse the request only on reasonable business grounds.

(f) If the employer refuses the request, the written response under sub-clause 19A.7 (d) must include details of the reasons for the refusal.
19B. Parental Leave – Schedule B Schools

The provisions of this clause shall apply to all employees employed at schools listed at Schedule B of Part B of this Agreement.

19B.1 Maternity Leave

(i) An employee who takes unpaid maternity leave under the provisions of the Act shall be entitled to paid maternity leave in accordance with this clause.

(ii) The amount of paid leave for an employee who takes leave after 1 January 2009 shall be fourteen weeks, provided that an employee who commences maternity leave prior to January 2009, shall be entitled to twelve weeks leave.

(iii) The employee must be paid at the rate the employee was paid at the time of commencing leave.

(iv) The employee must be paid:

(A) at the usual times and intervals that other employees are paid at the school, or

(B) if the employee asks two weeks in advance and the School agrees, in a lump sum.

(v) The employer must pay the first, or lump sum, payment at the pay period commencing closest to;

(A) six weeks before the anticipated date of birth, or

(B) if birth occurs before the time referred to in (A), the date of the birth; or

(C) if the employee has not commenced maternity leave at the time referred to in (A), when the employee commences leave.

(vi) If an employee's pregnancy is terminated other than by the birth of a living child:

(A) more than 20 weeks before the anticipated date of birth the employee is not entitled to the payment;

(B) less than 20 weeks before the anticipated date of birth the employee is entitled to the payment while she remains on leave.

(vii) The period of maternity leave will not count as a period of service under this agreement or any statute.

(viii) An employee shall be required to give at least 10 weeks written notice of the intention to take leave and shall provide other notice consistent with the Act.

(ix) Except as varied by this provision, the Act shall apply.
19B.2 Paternity Leave

(i) An employee who takes paternity leave on or after 20 October 2005 shall be entitled to 2 weeks paid leave commencing on the day of birth of his child or on the day on which his spouse leaves hospital following the birth. This paid leave is to be deducted from Carer’s Leave available to the employee pursuant to Clause 18 of this agreement.

(ii) An employee shall be required to give at least 10 weeks written notice of the intention to take leave and shall provide other notice consistent with the provisions of the Act.

19B.3 Adoption Leave

(i) An employee shall be entitled to fourteen weeks paid leave for the purpose of adopting any child providing the leave is taken before the child reaches full-time enrolment age.

(ii) The period of paid adoption leave will not count as a period of service under this agreement or any statute.

(iii) An employee shall be required to give written notice of the approval or other decision to adopt a child at least 10 weeks prior to the expected date of placement of the child and shall provide other notice consistent with the Act.

19B.4 Casual Employees

An employer must not fail to re-engage a regular casual employee because:

(i) the employee or employee’s spouse is pregnant; or

(ii) the employee is or has been immediately absent on parental leave.

The rights of an employer in relation to engagement and re-engagement of casual employees are not affected, other than in accordance with this clause.

For the purposes of this clause a regular casual employee is a casual employee who works for an employer on a regular and systematic basis who has a reasonable expectation of ongoing employment on that basis.

19B.4 Right to request

(i) An employee entitled to parental leave may request the employer to allow the employee:

(A) to extend the period of simultaneous unpaid parental leave up to a maximum of eight weeks;

(B) to extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months;

(C) to return from a period of parental leave on a part-time basis until the child reaches school age;
to assist the employee in reconciling work and parental responsibilities.

(ii) The employer shall consider the request having regard to the employee’s circumstances and, provided the request is genuinely based on the employee’s parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the employer’s business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

(iii) Employee’s request and the employer’s decision to be in writing

The employee's request and the employer's decision made under subparagraphs (i) (B) and (C) of this sub-clause must be recorded in writing.

(iv) Request to return to work part-time

Where an employee wishes to make a request under sub-clause 19B.4 (i) (C), such a request must be made as soon as possible before the date upon which the employee is due to return to work from parental leave.

19B.5 Communication during parental leave

(i) Where an employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the employer shall take reasonable steps to:

(A) 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

(B) 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.

(ii) The employee shall 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.

(ii) The employee shall also notify the employer of changes of address or other contact details which might affect the employer’s capacity to comply with paragraph (i).

19B.6 Right to Request Flexible Working Arrangements

(b) An employee who is a parent, or has responsibility for the care, of a child may request of the employer for a change in working arrangements to assist the employee to care for the child if the child:

(i) is under school age; or

(ii) is under 18 and has a disability.
(b) The employer is not entitled to make the request unless:

(i) 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

(ii) for a casual employee – the employee:

(A) is a long term casual employee of the employer immediately before making a request; and

(B) has a reasonable expectation of continuing employment by the employer on a regular and systematic basis.

(d) The request must be in writing; and set out details of the change sought and of the reasons for the change.

(d) The employer must give the employee a written response to the request within 21 days, stating whether the employer grants or refuses the request.

(e) The employer may refuse the request only on reasonable business grounds.

(f) If the employer refuses the request, the written response under sub-clause 19B.7 (d) must include details of the reasons for the refusal.
20. Long Service Leave – Catholic Diocesan Employers and Schedule A Schools

The provisions of this clause shall apply to all employees at schools operated by Catholic Diocesan Employers and all employers listed at Schedule A of Part B of this agreement.

20.1 Applicability of Long Service Leave Act 1955 (NSW)

Except in so far as expressly varied by the provisions of this clause, the provisions of the Act shall apply to employees employed under this agreement.

20.2 Entitlement to leave from 30 January 2006

Subject to sub-clause 20.3 of this clause, the amount of long service leave to which an employee shall be entitled in respect of service performed on and from 30 January 2006 shall be:

(a) In respect of full-time service an employee shall accrue 49.4 hours per year of service. "full-time service" means an employee who works thirty eight hours per week. (NB that this definition is consistent with the definition of full-time employee in clause 4 of this agreement.

(b) Where an Employee works part-time in a given year the employee shall accrue leave on a pro rata basis according to the number of hours worked by the Employee in a week compared to 38, where a full-time employee accrues 49.4 hours of leave for each year of service.

An Employee shall be entitled to leave in accordance with this sub-clause together with leave pursuant to sub-clause 20.3 of this clause.

20.3 Calculation of Accrued Leave as at 29 January 2006

(a) An employee whose employment commenced prior to 30 January 2006 had accrued long service leave as at 29 January 2006 in accordance with previous award and legislative provisions.

A summary of the accrual rates pursuant to these provisions is set out below:

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<tr>
<th>Calculation of Entitlement:</th>
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<tr>
<td>Prior to 1 January 2001</td>
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<td>1 January 2001 to 29 January 2006</td>
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(b) It was the intention of the parties that on and from 30 January 2006 long service leave accrual would reflect the differing patterns of work of employees within Catholic schools, whose terms of engagement may change in terms of hours of work during their working career. To that end on 29 January 2006, all existing accruals were converted from weeks to working hours.

(c) The following formula was used to calculate the number of hours of long service leave that an employee is entitled to as at 29 January 2006:
(i) all full-time employees, as at 29 January 2006, had their weeks of accrued long service leave converted to hours on the basis of 1 week of accrued leave equals 38 hours of accrued leave;

(ii) all part-time employees, as at 29 January 2006, had their weeks of leave converted to hours of leave by averaging their hours worked during the last 5 years of eligible service, comparing it with the current hours worked, (i.e. as at 29 January 2006) and using the higher figure to determine the proportion the number of hours worked by the employee bears to 38. Each week of accrued leave was multiplied by the determined proportion of the number of hours of work compared to 38, and further multiplied by 38 hours to determine the accrued leave balance in hours.

20.4 An employee shall be entitled to take any leave accrued under sub-clause 20.2 and sub-clause 20.3 of this clause upon completion of ten years service with an employer. Provided that an employee is further entitled to take any further leave accrued under this clause upon completion of each subsequent 5 years of service or as otherwise agreed with the employer.

20.5 It is the intention of the parties that the number of hours of long service leave accrued by the employee can be taken at the employee's current weekly hours of work when the long service leave is taken.

For example, an employee works full-time for their first ten years of employment and then reduces to 19 hours per week (0.5 of full-time) for the next five years of their employment. The employee would accrue 494 hours of long service leave for their first ten years of service and then 123.5 hours of long service leave over their next five years of service, a total of 617.5 hours long service leave. If the employee works 19 hours per week (0.5 of full-time) at the time they commence leave, the employee would be entitled to take their 617.5 hours of long service leave over 32.5 weeks (i.e. 617.5 divided by 19).

20.6 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 shall be paid their accrued leave long service leave balance calculated in accordance with sub-clause 20.2 and sub-clause 20.3 of this clause.

20.7 The service of an employee with an employer shall be deemed continuous notwithstanding the service has been interrupted by reason of the employee taking unpaid leave in accordance with clause 19 Parental Leave - Catholic Diocesan Employers or clause 19A Parental Leave – Schedule A Schools, but the period during which the service is so interrupted shall not be taken into account in calculating the period of service for the purpose of long service leave.

20.8 Long Service Leave Portability

Eligible employees are entitled to Portability of Long Service Leave as outlined in Annexure 2 of the agreement.
20A. Long Service Leave – Schedule B Schools

The provisions of this clause shall apply to all employees employed at schools listed at Schedule B of Part B of this agreement.

20A.1 Applicability of Long Service Leave Act 1955.

Except in so far as expressly varied by the provisions of this clause, the provisions of the said Act shall apply to employees employed under this agreement.

20A.2 In respect of service after 1 January 2001 by an employee who has at least 10 years service, the long service leave entitlement of an employee shall be:

(a) in the case of an employee who has completed ten years service, 13 weeks; and

(b) In respect of each 5 years since the employee last became entitled to long service leave, 6.5 weeks.

(c) In the case of an employee who has completed at least five years service with an employer where the service of the employee is terminated or ceases for any reason, the employee shall be paid a proportionate amount of long service leave on the basis of 13 weeks for ten years service from 26 January 2004 and on the basis of two months for ten years service prior to 26 January 2004.

(Note: The Long Service Leave Act 1955 provided for two months of long service leave for ten years service).

20A.3 The service of an employee with an employer shall be deemed continuous notwithstanding the service has been interrupted by reason of the employee taking parental leave (including paid and unpaid leave in accordance with clause 19B Parental Leave – Schedule B Schools), but the period during which the service is so interrupted shall not be taken into account in calculating the period of service for the purpose of long service leave.

20A.4 Long Service Leave Portability

Eligible employees are entitled to Portability of Long Service Leave as outlined in Annexure 2 of the agreement.
21. Other Leave

21.1 Compassionate Leave

(a) An employee shall, on the death of an immediate family or household member of the employee be entitled to paid leave up to and including the day of the funeral of such relative. Such leave shall not exceed three working days.

(b) An employee shall be entitled to paid leave, to spend time with an immediate family or household member on the occasion where they:

(i) contract or develop a personal illness that poses a serious threat to his or her life. Such leave shall not exceed two school days per occasion; or

(ii) sustain a personal injury that poses a serious threat to his or her life. Such leave shall not exceed two school days per occasion.

(c) An employee may be required to provide the employer with satisfactory evidence of such death, personal illness, or personal injury.

(d) Where an employee takes compassionate leave in accordance with paragraph (a) or (b) of this sub-clause 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 (a) of this sub-clause, the employer in its absolute discretion may grant the employee leave as leave without pay or compassionate leave with pay.

(f) Where an employer grants an employee leave with pay in accordance with paragraphs (b), (d) or (e) of this sub-clause, such leave will be deducted from the employee’s entitlement to personal/carer’s leave in accordance with clause 19. The deduction in paragraph (b) shall not affect the employee’s entitlement to Personal/Carer’s Leave in accordance with section 96 of the Act.

(g) Compassionate Leave shall be available to the employee in respect to the death of a person in relation to whom the employee could have utilised Personal/Carer’s Leave in clause 19 provided that for the purpose of Compassionate Leave, the employee need not have been responsible for the care of the person concerned.

(h) Compassionate Leave may be taken in conjunction with other leave available under clauses 18. In determining such a request the employer will give consideration to the circumstances of the employee and the reasonable operational requirements of the business.
(i) Compassionate Entitlement for Casual Employees

(i) Casual employees are entitled to not be available to attend work, or to leave work upon the death of an Immediate Family member or household member. A casual employee must notify the employer as soon as practicable of their intention to access this entitlement and may be required to provide the employer with satisfactory evidence of such death.

(ii) The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.

(iii) 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 engage a casual employee are otherwise not affected.

21.2 Jury Service

(a) An employee, other than a casual required to attend for jury service during their ordinary working hours shall be reimbursed by the employer an amount equal to the difference between the amount paid in respect of their attendance for such jury service and the amount of wage they would have received in respect of the ordinary time they would have worked had they not been on jury service.

(b) An employee shall notify their employer as soon as possible of the date upon which they are required to attend for jury service. Further, the employee shall give their employer proof of their attendance, the duration of such attendance and the amount received in respect of such jury service.

21.2 Community Service Leave

The employer will provide an employee with Community Service Leave in accordance with the Act.
22. Public Holidays

22.1 New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Eight Hour Day, Christmas Day, Boxing Day and an additional day's holiday to be observed pursuant to sub-clause 22.2 of this clause, and any other day gazetted as a public holiday for the State shall be holidays for the purposes of this agreement.

22.2 In addition to the gazetted public holidays specified in sub-clause 22.1 of this clause, an employee who is required to work 48 weeks per year shall be entitled to one additional day as a holiday in each calendar year. Such additional holiday shall be observed on the day when the majority of employees in an establishment observe a day as an additional holiday or on another day mutually agreed between the employer and employee. The additional holiday is not cumulative and must be taken within each calendar year.

22.3 Full-time and part-time employees shall be entitled to the above holidays without loss of pay, provided that an employee who is regularly rostered to work ordinary hours on Monday to Friday shall only be paid for such holidays as occur on those days.

22.4 All time worked on a public holiday as specified in sub-clause 23.1 of this clause shall be paid for at the rate of double time and one-half the ordinary time rate with a minimum payment of 2 hours.
23. Miscellaneous Conditions

23.1 Uniforms and Protective Clothing:

(a) In the event of an employee being required to wear a uniform, such uniform shall be provided by the employer and laundered at the employer’s expense or, by mutual agreement, such employee shall be paid an amount as set out in Item 5 of Table 2- Other Rates and Allowances, as a laundry allowance.

(b) Where employees are required to use chemicals or other injurious substances, they shall be supplied with overalls or lab coats, serviceable rubber gloves, and masks free of charge.

(c) Protective clothing, uniforms, or rubber gloves supplied pursuant to this agreement shall remain the property of the employer and shall be returned upon termination of employment.

23.2 Dressing Accommodation

Where it is necessary or customary for employees to change their dress or uniform, suitable dressing rooms and dressing accommodation and individual lockable lockers shall be provided.

23.3 Occupational Health and Safety During Pupil Vacation Periods

Appropriate measures will be adopted by the employer to ensure the occupational health and safety of an employee working alone on school premises during pupil vacation periods.

23.4 Meal Facilities

Employees shall have access to staff room facilities for the preparation and taking of meals and tea breaks.
24. Superannuation

24.1 Definitions

The NGS Super (Non-Government Schools Superannuation Fund) shall be made available by each employer to each employee.

For the purpose of this clause, the following definitions shall apply:

(a) “Basic Earnings” for the purposes of this clause shall mean the minimum weekly or hourly rate of pay prescribed for the employee by this agreement and the amount of any payment made to the employee pursuant to Clause 15, Annual Leave and Payment on Termination.

(b) “Fund” means either

(i) the NGS Super (Non-Government Schools Superannuation Fund); or

(ii) any other superannuation fund approved in accordance with the Commonwealth operational standards for occupational superannuation funds which the employee is eligible to join and which is approved by the employer pay contributions made pursuant to this agreement in respect of that employee including any Catholic Diocesan superannuation fund existing as at the date of this agreement which is approved in accordance with the standards and is approved by the employer.

24.2 Benefits

(a) Except as provided in paragraphs (c), (d) and (f) of this sub-clause, each employer shall, in respect of each employee employed by the employer, pay contributions into a fund to which the employee is eligible to belong and, if the employee is eligible to belong to more than one fund, the fund nominated by the employee, at the rate of nine per cent of the employee’s basic earnings.

(b) Subject to paragraph (d) of this sub-clause, contributions shall be paid at intervals in accordance with procedures and subject to the requirements prescribed by the relevant fund or as agreed between each employer and the trustees of a fund.

(c) An employer shall not be required to make contributions pursuant to this clause in respect of an employee in regard to a period when that employee is absent from his or her employment without pay.

(d) Contributions shall commence to be paid from the beginning of the first pay period commencing on or after the employee’s date of engagement.

Provided that if the employee has not applied to join a fund within six weeks of the employee’s day of engagement the employer shall commence to pay contributions from the beginning of the next pay
period commencing on or after the date on which the employee applies to join a fund.

(e) The employee shall advise the employer in writing of the employee’s application to join a fund pursuant to this agreement.

(f) An employer shall make contributions pursuant to this agreement in respect of

(1) casual employees who earn in excess of $2,090.00 during their employment with that employer in the course of any year, running from 1 July to the following 30 June (all such casual employees are hereinafter called “Qualified Employees”); and

(2) qualified employees in each ensuing year of employment with that employer.

Such contributions shall be made in respect of all days worked by the qualified employee for the employer during that year and shall be paid by the employer to the relevant fund at the time of issue of the employee of his or her annual group certificate, provided that prior to the immediately preceding 30 June the employee has applied to join a fund.

(g) Where an employer approves a fund, other than the Non-Government Schools Superannuation Fund, as one to which the employer will pay contributions in respect of its employees or a class or classes of such employees within two weeks of such approval, the employer shall notify its employees of such approval and shall, if an employee so requests, provide the employee with a copy of the trust deed of such fund and of a letter from the Insurance and Superannuation Commissioner granting interim or final listing to the fund at a cost of eighty cents per page of such copies.

(h) An employer shall not be required to make contributions pursuant to this clause in respect of employees aged 75 years or older; or in respect of employees aged 70 to 74 for periods where those employees have been employed for less than 40 hours in a 30 day period within the financial year during which the contributions would otherwise be made.

24.3 Transfers between Funds

If an employee is eligible to belong to more than one fund, the employee shall be entitled to notify the employer that the employee wishes the employer to pay contributions in respect of the employee to a new fund but shall not be entitled to do so within three years after the notification made by the employee pursuant to paragraph (e) of sub-clause 24.2 of this clause or within three years after the last notification made by the employee pursuant to this clause. The employer shall 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.
24.4 Explanatory Clause

The figure which appears in subparagraph 24.2 (f) (1) is calculated by the following formula:

Level 1 employee \( \times \) 19 eight-hour days
casual hourly rate of pay \( \times \) (1 month)

or $2,090.00, whichever is the greater.
25. Consultation and Redundancy

25.1 Application of this Clause

(a) This clause shall apply in respect of full-time and part-time persons employed in the classifications specified by the agreement.

(b) The provisions of sub-clauses 25.4 and 25.5 of this clause shall only apply to employers who employ 15 or more employees, not limited to employees covered by this agreement, immediately prior to the termination of employment of employees.

(c) Notwithstanding anything contained elsewhere in this agreement, the provisions of sub-clauses 25.4 and 25.5 of this clause shall not apply to employees with less than one year’s continuous service.

(d) This clause shall not apply where employment is terminated as a consequence of conduct that justifies instant dismissal, including malingering, inefficiency or neglect of duty, or in the case of casual employees, apprentices or employees engaged for a specific period of time or for a specified task or tasks or where employment is terminated due to the ordinary and customary turnover of labour.

25.2 Employers Duty to Notify and Discuss

(a) Where an employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer shall notify the employees who may be affected by the proposed changes and the union to which they belong.

(b) The employer shall discuss with the employees affected and the union to which they belong the introduction of such changes and the likely effect on the employees and the measures taken to avert or mitigate the adverse effects of such changes.

(c) ‘Significant effects’ include termination of employment, major changes in the composition, operation or size of the employers workforce or in the skills required, the elimination or diminution of job opportunities, promotion opportunities or job tenure, the alteration of hours of work, the need for retraining or transfer of employees to other work or locations and the restructuring of jobs.

25.3 Discussions before Termination

(a) Where an employer has made a definite decision that the employer no longer wishes the job the employee has been doing done by anyone and that decision may lead to the termination of employment, the employer shall hold discussions with the employees directly affected and with the union to which they belong.

(b) The discussions shall take place as soon as is practicable after the employer has made a definite decision which will invoke the provision of sub-clause 25.3(a) and shall cover, inter alia, any reasons for the proposed terminations, measures to avoid or minimise the terminations
and measures to mitigate any adverse effects of any termination of the employees concerned.

(c) For the purposes of the discussion the employer shall, as soon as practicable, provide to the employees concerned and the union to which they belong, 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. Provided that any employer shall not be required to disclose confidential information the disclosure of which would adversely affect the employer.

25.4 Notice for Change in Production, Program, Organisation or Structure

(1) This sub-clause sets out the notice provisions to be applied to terminations by the employer for reasons arising from ‘production’, ‘program’, ‘organisation’ or ‘structure’ in accordance with sub-clause 25.2 of clause 25 Consultation and Redundancy.

(2) In order to terminate the employment of an employee the employer shall give to the employee the following notice:

<table>
<thead>
<tr>
<th>Period of continuous service</th>
<th>Period of Notice</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 1 year</td>
<td>1 week</td>
</tr>
<tr>
<td>1 year and less than 3 years</td>
<td>2 weeks</td>
</tr>
<tr>
<td>3 years and less than 5 years</td>
<td>3 weeks</td>
</tr>
<tr>
<td>5 years and over</td>
<td>4 weeks</td>
</tr>
</tbody>
</table>

(3) In addition to the notice above, employees over 45 years of age at the time of the giving of the notice with not less than two years continuous service, shall be entitled to an additional week’s notice.

(4) Payment in lieu of the notice above shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.

(a) Notice for Technological Change

This paragraph sets out the notice provisions to be applied to terminations by the employer for reasons arising from ‘technology’ in accordance with sub clause 25.2 of clause 25 Consultation and Redundancy.

(1) In order to terminate the employment of an employee the employer shall give to the employee 3 months notice of termination.

(2) Payment in lieu of the notice above shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.

(3) The period of notice required by this sub clause to be given shall be deemed to be service with the employer for the
purposes of the *Long Service Leave Act 1955*, or any Act amending or replacing either of these Acts.

25.5 **Time off during the notice period**

(a) During the period of notice of termination given by the employer an employee shall be allowed up to one day's time off without loss of pay during each week of notice, to a maximum of five weeks, for the purposes 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 shall, at the request of the employer, be required to produce proof of attendance at an interview or the employee shall not receive payment for the time absent.

25.6 **Employee leaving during the notice period**

If the employment of an employee is terminated (other than for misconduct) before the notice period expires, the employee shall be entitled to the same benefits and payments under this clause had the employee remained with the employer until the expiry of such notice. Provided that in such circumstances the employee shall not be entitled to payment in lieu of notice.

25.7 **Statement of Employment**

The employer shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee a written statement specifying the period of the employee’s employment and the classification of or the type of work performed by the employee.

25.8 **Notice to Centrelink**

Where a decision has been made to terminate employees, the employer shall notify Centrelink as soon as possible giving relevant information including the number and categories of the employees likely to be affected and the period over which the terminations are intended to be carried out.

25.9 **Centrelink Employment Separation Certificate**

The employer shall, 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.

25.10 **Transfer to lower paid duties**

Where an employee is transferred to lower paid duties for reasons set out in sub-clause 25.2 of clause 25 Consultation and Redundancy, the employee shall 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.
25.11 Severance Pay

(a) Where an employee is to be terminated pursuant to sub-clause 26.1 of clause 25 Consultation and Redundancy, the employer shall pay the following severance pay in respect of a continuous period of service:

(i) If an employee is under 45 years of age, the employer shall pay in accordance with the following scale:

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>Under 45 Years of Age</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 1 year</td>
<td>Nil</td>
</tr>
<tr>
<td>1 year and less than 2 years</td>
<td>4 weeks</td>
</tr>
<tr>
<td>2 years and less than 3 years</td>
<td>7 weeks</td>
</tr>
<tr>
<td>3 years and less than 4 years</td>
<td>10 weeks</td>
</tr>
<tr>
<td>4 years and less than 5 years</td>
<td>12 weeks</td>
</tr>
<tr>
<td>5 years and less than 6 years</td>
<td>14 weeks</td>
</tr>
<tr>
<td>6 years and over</td>
<td>16 weeks</td>
</tr>
</tbody>
</table>

(ii) Where an employee is 45 years old or over, the entitlement shall be in accordance with the following scale:

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>45 Years of Age and Over</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 1 year</td>
<td>Nil</td>
</tr>
<tr>
<td>1 year and less than 2 years</td>
<td>5 weeks</td>
</tr>
<tr>
<td>2 years and less than 3 years</td>
<td>8.75 weeks</td>
</tr>
<tr>
<td>3 years and less than 4 years</td>
<td>12.5 weeks</td>
</tr>
<tr>
<td>4 years and less than 5 years</td>
<td>15 weeks</td>
</tr>
<tr>
<td>5 years and less than 6 years</td>
<td>17.5 weeks</td>
</tr>
<tr>
<td>6 years and over</td>
<td>20 weeks</td>
</tr>
</tbody>
</table>

(iii) ‘Weeks Pay’ means the all purpose rate of pay for the employee concerned at the date of termination, and shall include, in addition to the ordinary rate of pay, over agreement payments, shift penalties and allowances provided for in the relevant agreement.

(iv) Where an employee is subject to a reduction of working hours of 6 or more hours per fortnight, the reduction will be treated as a partial redundancy. A pro rata payment will be made in accordance with the severance payments set out in sub-clauses 25.11 (a) (i) and 25.11(a) (ii) above.

25.12 Incapacity to Pay

Subject to an application by the employer and further order of Fair Work Australia an employer may pay a lesser amount (or no amount) of severance pay than that contained in sub-clause 25.11 (a).

Fair Work Australia shall have regard to such financial and other resources of the employer concerned as the Fair Work Australia thinks relevant, and the probable effect paying the amount of severance pay in 25.11 (a) above will have on the employer.
25.13 Alternative Employment

Subject to an application by the employer and further order of the Fair Work Australia, an employer may pay a lesser amount (or no amount) of severance pay than that contained in 25.11(a) if the employer obtains acceptable alternative employment for an employee.
26. Dispute Procedures

26.1 In the event of a dispute about a matter under the NES or this agreement 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 by discussions between the employee or employees concerned and more senior level of management as appropriate.

26.2 If a dispute is unable to be resolved at the workplace, and all appropriate steps under clause 26.1 have been taken, a party to the dispute may refer the dispute to Fair Work Australia.

26.3 The parties may agree on the process to be utilised by Fair Work Australia including mediation and conciliation.

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

26.5 An employer or employee may appoint another person, organisation or association to accompany and/or represent them for the purpose of this clause.

26.6 While the dispute resolution procedure is being conducted, work must continue in accordance with this agreement and the Act. Subject to applicable occupational health and safety legislation, as 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.
27. Apprenticeship Trades

27.1 Limitation of Overtime

(a) No apprentice under the age of 18 years shall be required to work overtime unless he/she so desires.

(b) No apprentice except in an emergency shall work or be required to work overtime at times which would prevent his/her attendance at technical college as required by any statute, award or regulation applicable to the apprentice.
28. No Extra Claims

28.1 No Extra Claims

(a) The parties agree that the wage increases and other improvements in conditions of employment provided for in this agreement are in settlement of all existing claims made by the union for the life of this agreement. Notwithstanding, the parties to the agreement agree to commence negotiations not less than six months prior to the expiration of this agreement on the terms of future agreement matters.

(b) The parties agree that the wage increases and other improvements in conditions of employment provided for in this agreement are in lieu or any improvements in wages or conditions of employment provided for under any decision of Fair Work Australia handed down prior to or during the life of this agreement and no claim can be made for such increases during or after the life of the this agreement.
29. Individual Flexibility Agreements

29.1 An employer and an employee covered by this agreement, may agree to make an individual flexibility arrangements to vary the effect of terms of the agreement if:

(a) the agreement deals with 1 or more of the following matters:

   (i) arrangements about when work is preferred;

   (ii) over time rates;

   (iii) penalty rates;

   (iv) allowances;

   (v) leave loading; and

(b) the arrangement meets the genuine needs of the employer and employee in relation to 1 or more of the matters mentioned in paragraph (a); and

(c) the arrangement is genuinely agreed to by the employer and employee.

29.2 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.

29.3 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 if age, signed by a parent or guardian of the employee; and

(d) includes details of:

   (i) the terms of the agreement that will be varied by the arrangement; and

   (ii) how the arrangement will vary the effect of the terms; and

   (iii) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and

(e) states the day on which the arrangement commences.
29.4 The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

29.5 The employer or employee may terminate the individual flexibility arrangements:

(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.
EXECUTED as an agreement.

SIGNED for and on behalf of the employers party to this agreement by an authorised officer in the presence of

Signature of authorised officer

Signature of witness

Name and address of authorised officer

Name of witness (print)

Office held

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

Signature of authorised officer

Signature of witness

Name and address of authorised officer

Name of witness (print)

Office held
## Part B - Monetary Rates

### Table 1-Wage Rates

<table>
<thead>
<tr>
<th>STEP</th>
<th>First Full pay period on or after 1 July 2010</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>40,410</td>
</tr>
<tr>
<td>2</td>
<td>40,752</td>
</tr>
<tr>
<td>3</td>
<td>41,525</td>
</tr>
<tr>
<td>4</td>
<td>Trade Qualified Entry Point 42,475</td>
</tr>
<tr>
<td>5</td>
<td>43,248</td>
</tr>
</tbody>
</table>

### Leading Hand Allowance

<table>
<thead>
<tr>
<th>No. of employees Supervised</th>
<th>First Full pay period on or after 1 July 2010</th>
</tr>
</thead>
<tbody>
<tr>
<td>1-3</td>
<td>1,397.15</td>
</tr>
<tr>
<td>4-8</td>
<td>1,737.52</td>
</tr>
<tr>
<td>9+</td>
<td>2,333.09</td>
</tr>
</tbody>
</table>
### Table 2 – Other Rates and Allowances

<table>
<thead>
<tr>
<th>Item No</th>
<th>Clause No</th>
<th>Brief Description</th>
<th>First Full pay period on or after 1 July 2010</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>10.1</td>
<td>Overtime/Meal Allowance</td>
<td>11.74</td>
</tr>
<tr>
<td>2</td>
<td>10.2</td>
<td>First Aid Allowance</td>
<td>14.31 per week 2.86 per day</td>
</tr>
<tr>
<td>3</td>
<td>10.3 (c)</td>
<td>Own Car Allowance – For a vehicle 1500cc under</td>
<td>99.25 per week</td>
</tr>
<tr>
<td></td>
<td></td>
<td>For a vehicle over 1500cc</td>
<td>122.72 per week</td>
</tr>
<tr>
<td>4</td>
<td>10.3 (d)</td>
<td>Own Car Allowance - For use on a casual or incidental basis</td>
<td>0.65 per km</td>
</tr>
<tr>
<td>5</td>
<td>23.1 (a)</td>
<td>Laundry Allowance</td>
<td>6.78 per week</td>
</tr>
</tbody>
</table>

Note: Items 1, 3, 4 and 5 to be adjusted for CPI Increases. These rates have been adjusted to the September Quarter 2008.
### SCHEDULE A - LIST OF CATHOLIC INDEPENDENT SCHOOLS COVERED BY THIS AGREEMENT AND TO WHOM CLAUSES 19A and 20 HAVE APPLICATION

<table>
<thead>
<tr>
<th>Trading Name</th>
<th>Legal Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dunlea Centre</td>
<td>Boys’ Town Engadine</td>
</tr>
<tr>
<td>Brigidine College, St Ives</td>
<td>Brigidine College</td>
</tr>
<tr>
<td>Christian Brothers High School, Lewisham</td>
<td>Trustees of the Christian Brothers</td>
</tr>
<tr>
<td>Edmund Rice College, Wollongong</td>
<td>Trustees of the Christian Brothers</td>
</tr>
<tr>
<td>Holy Saviour School, Greenacre</td>
<td>Melkite Catholic Eparchy Corporation</td>
</tr>
<tr>
<td>Mater Dei, Camden</td>
<td>Mater Dei, Camden</td>
</tr>
<tr>
<td>Mount St Benedict College, Pennant Hills</td>
<td>Mount St Benedict College</td>
</tr>
<tr>
<td>Mount St Joseph, Milperra</td>
<td>Mount St Joseph Milperra Limited</td>
</tr>
<tr>
<td>Oakhill College, Castle Hill</td>
<td>Oakhill College Limited</td>
</tr>
<tr>
<td>Our Lady of Lebanon College, Harris Park</td>
<td>Our Lady of Lebanon College</td>
</tr>
<tr>
<td>Our Lady of Mercy College, Parramatta</td>
<td>Our Lady of Mercy College, Parramatta</td>
</tr>
<tr>
<td>Red Bend Catholic College, Forbes</td>
<td>The Trustees of the Marist Brothers Melbourne Province</td>
</tr>
<tr>
<td>Santa Sabina College, Strathfield</td>
<td>Santa Sabina College Limited</td>
</tr>
<tr>
<td>St Augustine’s College, Brookvale</td>
<td>St Augustine’s College Sydney</td>
</tr>
<tr>
<td>St Charbel’s College, Punchbowl</td>
<td>Trustees of the Lebanese Maronite Order</td>
</tr>
<tr>
<td>St Dominic’s College, Kingswood</td>
<td>Trustees of the Christian Brothers</td>
</tr>
<tr>
<td>St Edmund’s School, Wahroonga</td>
<td>Trustees of the Christian Brothers</td>
</tr>
<tr>
<td>St Edward’s College, East Gosford</td>
<td>Trustees of the Christian Brothers</td>
</tr>
<tr>
<td>St Gabriel’s School for Hearing Impaired Children, Castle Hill</td>
<td>Trustees of the Christian Brothers</td>
</tr>
<tr>
<td>St Gregory’s College, Campbelltown</td>
<td>The Trustees of the Marist Brothers Sydney Province</td>
</tr>
<tr>
<td>St Josephs College, Hunters Hill</td>
<td>The Trustees of the Marist Brothers Sydney Province</td>
</tr>
<tr>
<td>St Lucy’s School for the Blind, Wahroonga</td>
<td>St Lucy’s School</td>
</tr>
<tr>
<td>School Name</td>
<td>Management Authority</td>
</tr>
<tr>
<td>------------------------------------------------</td>
<td>--------------------------------------------------</td>
</tr>
<tr>
<td>St Maroun’s School, Dulwich Hill</td>
<td>St Maroun’s College</td>
</tr>
<tr>
<td>St Patrick’s College, Campbelltown</td>
<td>St Patrick’s College</td>
</tr>
<tr>
<td>St Patrick’s College, Strathfield</td>
<td>Trustees of the Christian Brothers</td>
</tr>
<tr>
<td>St Paul’s International College, Moss Vale</td>
<td>St. Paul’s International College</td>
</tr>
<tr>
<td>St Pius X College, Chatswood</td>
<td>Trustees of the Christian Brothers</td>
</tr>
<tr>
<td>St Scholastica’s College, Glebe</td>
<td>Saint Scholastica’s College</td>
</tr>
<tr>
<td>The John Berne School</td>
<td>The Trustees of the Marist Brothers Sydney Province</td>
</tr>
<tr>
<td>Trinity Catholic College, Lismore</td>
<td>Trinity Catholic College Lismore Pty Ltd</td>
</tr>
<tr>
<td>Waverley College, Waverley</td>
<td>Trustees of the Christian Brothers</td>
</tr>
</tbody>
</table>

Note: This agreement applies generally to the above listed schools. In relation to Parental Leave the provisions of Clause 19A apply. In relation to Long Service Leave the Provisions of Clause 20 apply. In relation to Sick Leave provided for under Clause 17, the specific provisions of paragraph 17.1 (b) apply.
SCHEDULE B - LIST OF CATHOLIC INDEPENDENT SCHOOLS COVERED BY THIS AGREEMENT AND BOUND BY CLAUSE 19B AND 20A

<table>
<thead>
<tr>
<th>Trading Name</th>
<th>Legal Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>Chevalier College, Bowral</td>
<td>Chevalier College</td>
</tr>
<tr>
<td>Rosebank College, Five Dock</td>
<td>Rosebank College</td>
</tr>
<tr>
<td>St Stanislaus’ College, Bathurst</td>
<td>St Stanislaus' College Bathurst</td>
</tr>
<tr>
<td>St Mary Star of the Sea College, Wollongong</td>
<td>St Mary Star of the Sea College</td>
</tr>
<tr>
<td>Stella Maris College, Manly</td>
<td>Stella Maris College Limited</td>
</tr>
</tbody>
</table>

Note: This agreement applies generally to the above listed schools. In relation to Parental Leave the provisions of Clause 19B apply. In relation to Long Service Leave the Provisions of Clause 20A apply. In relation to Sick Leave provided for under Clause 17, the specific provisions of paragraph 17.1 (b) apply.
ANNEXURE 1 – Portability of Sick Leave (Catholic Diocesan Schools Only)

PORTABILITY OF SICK LEAVE

Part A to be completed by employee:

I, _________________________ was formerly employed by ________________________

(Name of employee) (Name of former Catholic Employer)

as an employee from ________________________ to ________________________

(Date) (Date)

I commenced as an employee with the Former Catholic Employer on ________________________

(Date)

_________________________  ___________

Signature of Employee   Date

Part B to be completed by former Catholic Employer:

______________________ was employed by the employer as an employee

(Name of employee)

and ceased work on ________________________

(Date)

At that time, untaken sick leave with the Employer over the proceeding ________ years

of continuous service is as follows:

___________ (Date)

SET OUT RECORD

e.g.:               

<table>
<thead>
<tr>
<th>Last year of employment</th>
<th>Sick Days</th>
</tr>
</thead>
<tbody>
<tr>
<td>Year 2 accumulation</td>
<td>Sick Days</td>
</tr>
<tr>
<td>Year 3 accumulation</td>
<td>Sick Days</td>
</tr>
<tr>
<td>Year 4 accumulation</td>
<td>Sick Days</td>
</tr>
<tr>
<td>Year 5 accumulation</td>
<td>Sick Days</td>
</tr>
<tr>
<td>Year 6 accumulation</td>
<td>Sick Days</td>
</tr>
</tbody>
</table>

_________________________  ___________

Signature of Employer   Date
ANNEXURE 2 – Catholic Schools Intrastate Long Service Leave Portability Arrangement

1. Application

1.1 This Annexure shall apply to:

(a) The Employers listed in Clause 6 of this Annexure; and

(b) Any person employed in a Catholic school listed in Clause 6 of this Annexure or in a Catholic school, Catholic Education Office or Catholic Schools Office operated by an employer listed in Clause 6 of this Annexure:

(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.

2. Objective

2.1 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 shall 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

3.1 For the purpose of this Annexure:

(a) “Employer” means any Catholic Diocesan System or Catholic Independent School listed in Clause 6 in this Annexure.

(b) “Former Employer” means any employer listed in Clause 6 to this Annexure on the day of an employee’s last termination of employment.

(c) “New Employer” means any employer listed in Clause 6 to this Annexure immediately following an employee’s last termination of employment.

(d) “Service” means service as an adult within the terms of the Long Service Leave Act 1955 (NSW), as applicable as at the date of this Agreement.

(e) “Employee” means any person employed in a Catholic school listed in Clause 6 or in a Catholic school, Catholic Education Office or Catholic Schools Office operated by an employer listed in Clause 6 of this Annexure and who is eligible to be enrolled as a member of the Independent Education Union of Australia.

4. **Long Service Leave Portability**

4.1 Entitlement to Long Service Leave shall be in accordance with the provisions of the Act, the *Long Service Leave Act 1955 (NSW)* and any 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, shall be recognised by another employer for the purpose of this Annexure provided that:

4.2.1 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; or

4.2.2 An Employee shall 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.

4.2.3 Service prior to the Initial Qualifying Period shall not be counted for the purpose of calculating long service leave entitlements in accordance with paragraph 4.2.2.

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 shall be recognised by the New Employer for the purposes of calculating any entitlement to long service leave.

4.4 Prior service shall 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 sub-clause 4.2, where the Former Employer has a different rate of accumulation of long service leave to the New Employer, the following will occur:

4.5.1 Service with the Former Employer will be recognised as service with the New Employer; and

4.5.2 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:

5.1.1 Prescribed form as set out in Part One of this Annexure;

5.1.2 Information sheet as set out in Part Two of this Annexure;

5.1.3 Details of the employee's long service leave entitlements (refer 5.4.1 to 5.4.6 below.)

5.1.4 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 shall 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 shall forward the completed application to the former employer.

5.4 On receipt of an application, the former employer shall advise the new employer of the following details in relation to the applicant:

5.4.1 The period of service with the former employer;

5.4.2 Details of other periods of service with any other employer (the details of which shall be supplied by the employee to the former employer);

5.4.3 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);

5.4.4 The date of termination of employment;

5.4.5 Details of past long service leave taken by the employee; and

5.4.6 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 shall remit within three months of the termination of employment of the employee as specified in sub-clause 5.4.4 of this Annexure, the value of the monetary entitlement as specified in sub-clause 5.4.3 to the new employer.

5.6 The former employer will advise the new employer and the employee when the transfer has been effected.
6. Employers covered by this Annexure

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<th>The Catholic Diocesan System Authority of:</th>
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* 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**

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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 Arrangement.**

Within fourteen days of commencing duties as an employee with the New Employer, the employee shall complete Part One of this form and forward/give this form to the New Employer. The New Employer shall 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 sub-clause 8.2 of 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) (the "Act"), the Annexure or any 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/ Agreement or any 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 shall 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/ Agreement or any 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, the Annexure/ Agreement or any 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 New South Wales 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 New South Wales Catholic Diocesan Authority or participating Catholic Independent School Authority means any participating employer listed in Clause 5 to 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 non-teacher within a period not exceeding the equivalent of two school terms.

At the time of an employee’s termination, the employee’s employer shall provide them with the following documents if they have met the qualifying period, being at least _____ year(s) of continuous service:

1. Application to transfer long service leave entitlements; and
2. 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 agreement under which the employee is engaged.