School Support Staff
(Country and Regional Dioceses) Enterprise Agreement

[2011]
**ARRANGEMENT**

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1. **Title of the Agreement**

This agreement will be known as the “School Support Staff (Country and Regional Dioceses) Enterprise Agreement 2011.”
2. Coverage of the Agreement

This agreement covers and applies to:

(a) the employers; that is 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 Lismore, 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;

(b) employees who are employed by schools who work in any recognised school operated by an Employer; 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.

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

“Employee” means any employee employed in a clerical and administrative capacity and any employee other than a employee who is employed to assist and support the employer, teaching staff and other school officers in the day to day functions of the school, including incidental cleaning, but excluding those persons employed solely for the purpose of cleaning, and excluding persons employed under the *Maintenance and Outdoor Staff (Catholic Schools) Enterprise Agreement 2011*. Employees may be engaged in the following classifications:

(a) School Aide as defined in sub-clause 10.1;
(b) School Officer (Canteen) as defined in sub-clause 10.2;
(c) School Officers as defined in sub-clause 10.3;
(d) Senior School Officer Level 5 as defined in sub-clause 10.4;
(e) Senior School Officer Level 6 as defined in sub-clause 10.5;

Provided that employees may include school assistants such as food technology assistants, art assistants, TAS assistants, music assistants, agriculture assistants, print room assistants, laboratory assistants, library/audio-visual assistants, book room assistants, bi-lingual aides and employees’ aides.

“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 Municipal Administrative Clerical and Services Union.
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) the classification and rate of pay of the employee;
(b) the number of hours to be worked each week and the number of weeks or days to be worked throughout the year;
(c) a statement in relation to superannuation entitlements; and
(d) whether the wages are averaged or un-averaged (as defined in clause 9 Wage Rates)

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) An employee who receives an unaveraged rate of pay in accordance with clause 9 Wage Rates 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 award 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 award 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.

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

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<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.
5.8 **Probation**

The first three months of employment will constitute a probationary period; provided that the probationary period is agreed to by the employer and employee in advance of the commencement of employment.

5.9 **Employees on Recurring Fixed Term Contracts for a Continuous Period**

(a) This sub-clause 5.9 shall apply to employees only employed under an unbroken series of fixed term contracts for a continuous period of more than four years for specific purpose programs.

(b) This sub-clause 5.9 shall not apply to employees who would otherwise qualify under paragraph (a) but for a break in employment of 10 or more term weeks.

(c) In analysing eligible service (i.e. paid weeks), the employer will calculate the average number of weekly hours the relevant employee has worked over the preceding four school years. The employee will be deemed to be a permanent employee for the equivalent of 65% of the average number of weekly hours of the previous four years, rounded to the nearest hour, subject to paragraph (d).

(d) The number of hours which shall be allocated to an employee on a permanent basis at the commencement of this clause shall under paragraph (c) shall not be more than the average number of hours worked by the employee in the fourth year of the calculation in paragraph (c).

(e) For employees employed at the date of the making of this agreement, the calculation in paragraph (c) will be for the hours worked by the employee for the period of four years concluding at the end of the 2008 school year.

(f) For employees who newly qualify under paragraph (a) during the life of this agreement, employers will calculate the average hours worked in accordance with paragraph (c).

(g) Where an employee works hours in excess of the permanent hours calculated in paragraph (c), the employee will be employed for those additional hours on a temporary basis. The additional hours will not be guaranteed and will not attract overtime payments unless they exceed the ordinary hours for a full-time employee as defined in this agreement.

(h) To give effect to this clause, an employee shall undertake any duties that fall within the classification structure in clause 10 provided that the employee has the skill, competence and training to perform the required duties. Such duties may be within the same school or another school within a reasonable distance consistent with diocesan practices.

(i) This sub-clause 5.9 will take effect from the beginning of the 2009 school year. The employers will have until 30 June 2009 to implement this clause. Following this transition period in 2009, paragraph (a) will have effect for other eligible employees on the conclusion of four continuous year’s service.

(j) Redundancy will be payable in accordance with clause 25 of this agreement only when there is a reduction in the permanent hours of
employment. Redundancy will not be payable for a reduction of hours worked in excess of the employee’s permanent working hours.

(k) Should any issues arise in relation to the implementation of this sub-clause; the parties agree that such issues will be discussed between the union and the employer at the Diocesan level.

(l) If any employer has, or puts into place, arrangements which, by agreement with the Union, are more generous than those provided for in this clause, those arrangements will continue to apply.

(m) This clause does not apply to the Diocese of Lismore.
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 de-skilling.

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 An employee can be required to perform the duties of another employee at a lower level provided that the employee has the competence to perform those duties.

6.5 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:
(i) 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. Classifications

8.1 School Aide Level 1

(a) School Aide positions may be established at schools subject to the following conditions. Employees appointed as School Aides shall not progress to higher levels, provided that employees may, at any time, apply for reclassification to a higher level. School Aide positions shall be supervised in the performance of duties either by an employee or a School Officer.

(b) School Aides include Canteen and Uniform Shop Staff

Schools may establish non-supervisory Level 1 positions in Canteens and Uniform shops. Canteen and Uniform Shop staff will be defined as School Aides throughout this agreement.

(c) School Aides provide administrative support and may perform the following supervised duties:

- Filing;
- Collating;
- Operation of photocopying, duplicating, binding and facsimile machines;
- Messenger Work;
- Handling mail;
- Checking figures;
- Basic assistance to other school officers in food preparation for food technology;
- Basic care of flora and fauna;
- Shopping;
- Toleting;
- Unpacking, checking and sorting of gear;
- Occasional relief for reception duties;
- Checking books in and out;
- Non-education related excursion preparation;
- Setting up of rooms for exams or displays;
- Supervised canteen and uniform shop duties.

Provided that the duties of a School Aide do not constitute the work of a position that would ordinarily attract the classification of a School Officer.

8.2 School Officer (Canteen) Level 2

An employee who has responsibility for the operation of the canteen or uniform shop and, where relevant, supervision of other employees or volunteers, shall be classified at Level 2 of this agreement with no progression. All other employees working in the canteen shall be appointed at Level 1.
8.3 School Officer Levels 2 to 4

(a) Other than appointments made in accordance with sub-clause 8.1, 8.2, 8.4 and 8.5 of this clause, employees employed under this agreement shall be initially appointed at Level 2. Initial appointment may be made at Levels 3 and 4 at the employer’s discretion.

(b) Progression

Employees, other than employees appointed pursuant to sub-clauses 8.1, 8.2, 8.4 and 8.5 of this clause, shall progress to the next Level, up to and including Level 4, upon completion of each 12 months service. Access to Levels 5 and 6 shall be by appointment only.

(c) Duties of School Officers

Employees may be required to perform the full range of School Officer duties that exist in schools other than those required of a Level 5 and a Level 6 Senior School Officer. Employees under this agreement shall not be deployed instead of an employee to conduct classroom lessons.

(f) Definition of 12 months service

For the purpose of this sub-clause 8.3, 12 months service is defined as 12 months service excluding unpaid leave, provided that where a full-time or a part-time employee works the equivalent of 4 school terms in a given year such employees will be regarded as having completed 12 months of service.

8.4 Senior School Officer Level 5

(a) An employee may be appointed as a Senior School Officer Level 5. A Senior School, Officer can be called upon to perform the entire range of duties and possess the skills required of a level 4 employee in addition to the criteria outlined at paragraph (b) of this sub-clause.

(b) A Level 5 position is one where the employee:

(i) undertakes duties similar to those indicative duties listed in paragraph (c) of this sub-clause;

(ii) possesses a knowledge of workplace procedures and of the practices required by the Employer including a detailed knowledge of complex procedures relevant to the position; and

(iii) has responsibility for the quality of their own work and, where appropriate, the work of those who are supervised; and

(iv) resolves complex operational problems and coordinates the work within a department of the school; and

(v) assists in planning future department or school organisational needs; and

(vi) in conjunction with the employee, plans teaching programs, prepares reports for parents, assists with the assessment and appraisal of students and may purchase resources; and
(vii) has completed post secondary training provided by an accredited training provider relevant to the tasks required by the employer for this Level, or has engaged in extensive equivalent in service training, or has significant and substantial technical and procedural knowledge which is regarded by the employer to be equivalent to the required post secondary training.

(c) A Senior School Officer Level 5 may perform the following indicative duties

- In conjunction with employees, planning teaching programs;
- In conjunction with employees, preparing reports for parents;
- Providing in service to employees in specific technical or other areas;
- Supervision, training and coordination of staff, and responsibility for their efficient allocation and control;
- Assisting with assessment and appraisal of students; Researching reference material for employees;
- Maintaining budgetary information for one or more areas, such as kitchens, laboratories, libraries or workrooms;
- Repair of equipment requiring technical knowledge and expertise;
- Purchase of resources in conjunction with a employee or other qualified member; of staff;
- Supervise travel training for a student with a mild intellectual disability.

8.5 Senior School Officer Level 5 or Level 6

An employer may appoint a Senior School Officer. A Senior School Officer employed at this level shall be proficient where applicable and without limiting the requirements for this position a Senior School Officer at this level can be required by the employer to:

(a) perform the entire range of duties and possess the skills required of a Level 4 employee; and

(b) exercise substantial responsibility, independent judgment and initiative with a detailed knowledge of complex office procedures; and

(c) have and utilise advanced skills and knowledge in the operation of complex equipment and procedures; and

(d) have completed relevant post-secondary training or have significant and substantial technical and procedural knowledge and skill which may be deemed by the employer as being comparable with post-secondary training; and

(e) resolve operational problems for staff and coordinate work within a section of the office; monitor work quality of those supervised; be responsible for those supervised; assist in planning future sectional/office-organisational or resources and equipment needs.
8.6 Higher Duties

A School Officer required to temporarily perform duties of a Senior School Officer for more than one day shall be paid at the higher level for the whole period during which those duties are performed.

8.7 Appealing Classification of a Level 1 or a Level 4 Position

An employee who believes that their Level 1 or Level 4 position is incorrectly classified may appeal their classification in accordance with Diocesan procedures. Provided that the employer will provide a response to such appeal no later than one month after it is received and the employer shall provide reasons for refusing any such appeal. The success of the application shall depend upon the employee’s satisfaction of the range of duties performed and the employee’s skills and qualifications. Appointment to a new Level shall take effect from the first full pay period on or after the employer approves the application.

8.8 Mixed Functions

(a) Subject to the employee’s written agreement, an employee may be employed to perform work in two positions under this Clause 8 of this agreement.

(b) The employee must be informed in writing of the days and hours they will perform work in each separate position.

(c) The employee will be paid the hourly rate applicable to the position under this Clause 8 of the agreement for they work they perform.
9. **Wage Rates**

Employees may be engaged to work either 48 weeks per year or during school terms only.

9.1 **Wage Rates - Employees Required To Work 48 Weeks A Year (the unaveraged rate)**

(a) **Full-time Employees**

The minimum weekly rate of pay for full-time employees shall, subject to the provisions of this agreement, be calculated by dividing the rates of pay set out in Schedule B by 52.14.

(b) **Part-time Employees**

Subject to sub-clause 9.3 and 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 paragraph (a) of this sub-clause, for the class of work performed by them.

9.2 **Wage Rates - Employees Not Required to Work 48 Weeks of the Year (the averaged rate)**

The provisions of this sub-clause shall apply to employees required to work school terms only (not including additional days worked pursuant to the provisions of Clause 14).

(a) Full-time and part-time employees who are not required to work 48 weeks a year shall be paid in accordance the following formula:

\[ 0.9 \times W \]

Where \( W \) = weekly rate for employees required to work 48 weeks per year determined in accordance with paragraph (a) of sub-clause 9.1 of this clause

(b) Part-time employees not required to work 48 weeks of the year and not stood down, for each hour worked during ordinary time, shall be paid one thirty-eighth of the minimum weekly wage calculated in accordance with paragraph (a) of this subclause, for the class of work performed by them.

(c) The rate of pay of an employee determined by paragraphs (a) and (b) of this sub-clause shall be the appropriate rate for all purposes. However, such rate shall not be used in the calculation of casual and overtime rates of pay which may be payable to the employee.

9.3 **Part-Time Employees**

(a) Part-time employees shall be paid a minimum of 3 hours for each start; provided that an employee employed for specific programs such as integration programs, ESL, DSP, new arrivals programs or like programs, whether government funded or funded by the school or Diocese, shall be paid for a minimum of 1 hour for each start.
(b) Notwithstanding paragraph 9.3 (a), the minimum start for employees undertaking the following duties shall be one hour:

- Assisting a disabled student to alight from, or board, a bus;
- Traffic control;
- Tube-feeding or dispensing medicine to a student.

(c) Paragraph 9.3(a) will not apply in situations where written agreement has been reached between the employer and the union to reduce the minimum number of hours required for each start. Such agreement shall include the school covered, the employees, their classification, the duties subject to the agreement, and the term of the agreement. The agreement shall be signed by the General Secretary of the Union or their authorised delegate.

(d) 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 sub-clause 25.11 of this agreement.

9.4 Casual Employees

(a) 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 9.1(a), for the class of work performed by them, plus 20 percent of such hourly equivalent, which is inclusive of compensation for Annual Leave under the Act.

(i) Casual employees shall be paid a minimum payment of 3 hours for each start; provided that an employee employed for specific programs such as integration programs, ESL, DSP, new arrivals programs or like programs, whether government funded or funded by the school or Diocese, shall be paid for a minimum of 1 hour for each start.

(ii) Notwithstanding 9.4 (a) (i), the minimum start for employees undertaking the following duties shall be one hour:

- Assisting a disabled student to alight from, or board, a bus;
- Traffic control;
- Tube-feeding or dispensing medicine to a student.

(b) Sub-clause 9.4(a)(i) will not apply in situations where written agreement has been reached between the employer and the union to reduce the minimum number of hours required for each start. Such agreement shall include the school covered, the employees, their classification, the duties subject to the agreement, and the term of the agreement. The agreement shall be signed by the General Secretary of the Union or their authorised delegate.

9.5 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.
10. Payment of Wages

10.1 Fortnightly Payments

Wages shall be paid fortnightly by electronic funds transfer into an account nominated by the employee.

10.2 Repayment of Excess Payments

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.

10.3 Annual Remuneration

(a) Notwithstanding sub-clause 10.1 and 10.2 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 9, 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 9, Wage Rates.
11. **Allowances**

11.1 **Meal Allowance**

An employee working overtime shall be paid a meal allowance in any of the following circumstances:

(a) When required to work beyond 6.00 pm. - the rate set by Item 1 of Table 2 - Other Rates and Allowances;

(b) If overtime continues beyond 10.00 pm. - the rate set out in Item 1 of Table 2;

(c) Where the employee agrees, an employer may supply his/her employees with a suitable meal in which case the allowance set out in paragraphs (a) and (b) of this sub-clause shall not be payable;

(d) Meal allowances shall be paid not later than the next succeeding working day, except by mutual arrangement.

11.2 **Mixed Health, First Aid, Medication and Health Care Procedures Allowances**

An eligible employee may only be paid one of the allowances, set out in sub-clauses 11.3, 11.4, 11.5 and 11.6.

11.3 **Mixed Health Allowance**

(a) An employee who;

(i) 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 and has been required by an Employer to perform first-aid duty; and

(ii) is required by an Employer from time to time to perform, or supervise, health care procedures on pupils of the school;

shall be paid an allowance set out in Item 2 of Table 2 – Other Rates and Allowances.

(b) A person who receives this allowance can also be called upon to dispense medication to pupils, or to supervise a pupil who self-administers medication.

(c) All health procedures will be in accordance with the requirements set out in paragraph 11.5 (b).

(d) This allowance is not paid when an employee takes extended leave. Extended leave is any approved leave greater than 4 weeks.
11.4 First Aid Allowance

(a) 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 Item 3 of Table 2 – Other Rates and Allowances, if the employee is required by the Employer to perform first-aid duty.

(b) A person who receives this allowance can also be called on to dispense medication to pupils, or to supervise a pupil who self administers medication.

(c) This allowance is not paid when an employee takes extended leave. Extended leave is any approved leave greater than 4 weeks.

11.5 Health Care Procedures Allowance

(a) An employee who is required by an Employer from time to time to perform, or supervise, health care procedures on pupils of the school, shall be paid an allowance set out in Item 4 of Table 2 – Other Rates and Allowances.

(b) All health care procedures will be in accordance with a medical plan developed by the pupil's treating practitioner and provided to the Employer from the pupil's parent(s)/guardian(s)/caregiver(s). For the purposes of this allowance a health care procedure means any one or more of the following:

(i) Tube feeding
   This includes feeding via a gastromostomy or naso-gastic tube but does not include tube insertion.

(ii) Suctioning
   This includes shallow suctioning including removal of secretions from the mouth, nose or around the tracheotomy tube. This does not include tracheotomy tube changes.

(iii) Assisted toileting
   This includes assisting with self catherisation or catheter drainage equipment (urethral or suprapubic) and aerating/emptying a colostomy bad. This does not include the insertion of an indwelling urinary catheter.

(c) This allowance is only paid when:

   (i) such procedures and/or supervision is required by the Employers; and

   (ii) the employee is on duty.

(d) An employee who receives this allowance may also be called upon to dispense medication to pupils or supervise a pupil who self administers medication.
11.6 Medication Allowance

(a) An employee who is required by an employer from time to time to dispense medication to pupils of the school, or is required to supervise a pupil, who self-administers medication, shall be paid an allowance set out in Item 5 of Table 2 – Other Rates and Allowances, of Part B, Monetary Rates.

(b) This allowance is only paid when:

(i) such procedures and/or supervision is required by the employer; and

(ii) the employee is on duty.

11.7 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 6 of Table 2 – Other Rates and Allowances.

(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 7 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.
12. **Hours**

12.1 **Ordinary Hours of Work**

The ordinary hours of work, of a full-time employee exclusive of meal breaks shall not without the payment of overtime exceed 38 per week and shall be worked between the hours of 7.30 am and 6.00 pm. Monday to Friday inclusive, and between the hours of 7.30 am and 12 noon on a Saturday.

12.2 **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 12.1 of this clause.

12.3 **Part-time Employees**

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

12.4 **Notice of Hours**

The employer shall fix the employee’s ordinary hours of work and the ordinary time of meal breaks which shall be displayed in a conspicuous place accessible to the employees or in their contract of employment and such hours shall not be changed, without payment of overtime for work done outside the fixed hours, unless seven days’ notice of any change of hours 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.

12.5 Part-time employees who work on days the employee is not normally rostered to work shall be paid at the casual rate in accordance with sub-clause 9.4

12.6 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.

12.7 **Make Up Time**

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.
13. Overtime

13.1 Subject to the provisions of sub-clause 13.6 of this clause an employer may require an employee to work reasonable overtime at overtime rates. All time required by the employer to be worked outside the ordinary hours of work prescribed by clause 12, Hours, shall be overtime and shall be paid for at the rate of time and one-half for the first two hours and double time thereafter; provided that overtime at the rate of double time shall be paid for all overtime worked between midnight Friday and midnight Sunday. Provided further that in computing overtime each day’s work shall stand alone.

13.2 When overtime work is necessary it shall, wherever reasonably practicable, be so arranged that employees have at least ten consecutive hours off duty between the work of successive days. 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. If on the instruction of the employer such an employee resumes or continues work without having had such ten consecutive hours off duty, they shall be paid at double rates until they are released from duty for such period and 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.

13.3 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. Provided that such election and agreement shall be evidenced in writing and kept with the time and wages records.

(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 sub-clause, 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 sub-clause, the employee shall be paid overtime rates in accordance with the agreement.

13.4 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.

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

13.6 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. What is unreasonable or otherwise will be determined having regard to:

(a) any risk to employee’s 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

14.1 Conditions for Working

The parties to the agreement agree that the needs of a school may require work to be performed during periods of pupil vacation and that there is an expectation that employees will be flexible to ensure that such needs are met even though this may necessitate attendance at school during periods of pupil vacation. Pupil vacation periods do not mean 'student-free days' on which employees attend work.

The parties agree that employees can be required to work up to seven days per school year. Work during pupil vacations is subject to the following guidelines:

(a) the employer gives the employee 4 term weeks written notice of the requirement to work during the pupil vacation period;

(b) the notice is specific as to the time the employee is to work during the pupil vacation period;

(c) the employee cannot be required to work during the period of their 4 weeks' annual leave during the Christmas pupil vacation period. Public holidays extend the actual period of time off work during the December/January closedown;

(d) the employee cannot be required to work on days other than their normal working days per week and their normal working hours on those days;

(e) Notwithstanding the above provisions an employee may agree to waive the conditions found in sub-paragraphs (a), (b), (c) and (d) of this sub-clause.

14.2 Casual Rates Apply

The employee is paid for each pupil vacation day at the appropriate casual rate of pay for the employee's level. If an employee is notified by the employer in accordance with paragraph (a) of sub-clause 14.1 and then not required to work on any day notified they will be paid at the appropriate part-time rate of pay for the employee's level for that period(s);

14.3 Employee has prior Commitments

(a) If an employee is unable to work during a particular week during a pupil vacation period because of family commitments or other activities planned during that week, the employee shall give the employer notice of their unavailability for that particular week. This would be given at the time the employer advises of the requirement to work during the pupil vacation.

(b) If despite the notice of the employee's unavailability to work during one particular week in the pupil vacation period in accordance with paragraph (a), an employer still requires the employee to work during that particular week, discussions will be held between the employer and the employee and/or their industrial representatives.
14.4 Occupational Health and Safety

For the purpose of this clause, an employee shall not be required to be the only person present at the school.
15. Annual Leave and Payment on Termination

15.1 This clause will only apply to employees who are paid in accordance with sub-clause 9.2 of clause 9, Wage Rates. For all other employees, annual leave and payment on termination provisions are governed by the Act.

For employees paid in accordance with sub-clause 9.2 of Clause 9, Wage Rates this clause will apply:

(a) in lieu of corresponding Annual Leave provisions of the Act and
(b) notwithstanding any other provisions in this agreement.

15.2 The provisions of this clause shall apply as set out in the relevant sub-clauses where:

(a) an employee’s employment ceases;
(b) an employee commences employment after the school service date;
(c) an employee takes approved leave without pay or parental leave for a period which (in total) exceeds 20 pupil days in any year; or
(d) the working hours of the employee have varied since the school service date.

15.3 Calculation of Payments

(a) A payment made pursuant to paragraph (a), (b) or (c) of sub-clause 15.2 shall be calculated in accordance with the following formula:

\[
\text{Step 1} \quad \frac{A \times B}{C} = D \\
\text{Step 2} \quad D - E = F \\
\text{Step 3} \quad \frac{F \times G}{2} = H
\]

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
H = Amount Due

(b) A payment made pursuant to paragraph (d) of sub-clause 15.2 to an employee whose normal working hours have varied shall be calculated in accordance with the following formula:

\[
\text{Step 1 } A - B = C \\
\text{Step 2 } \frac{C \times D}{E} = F \\
\text{Step 3 } F - B = G
\]

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

15.4 Employees who commence Employment after the School Service Date

(a) 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 to sub-clause 15.3 of this clause and shall receive no other salary until his or her return to work in the following school year.

(b) 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.

15.5 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:

(a) 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.

(b) if the leave is to conclude in a school year following the school year in which the leave commenced:
(i) 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

(ii) 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.

(c) Where an employee who has received a payment pursuant to paragraph (b) of this sub-clause 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:

(i) by applying for formula in sub-clause 15.3 as if no payment had been made to the employee at the commencement of leave;

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

15.6 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 paragraph (b) of sub-clause 15.3 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).

15.7 Notwithstanding the provisions of paragraph (a) of sub-clause 15.1 an employee shall not pursuant to this 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 Annual Leave 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 15.3 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 Entitlement

An employee shall be entitled to fifteen days’ sick leave on full pay upon each anniversary of their continuous service which occurs after the first full pay period on or after 6 June 2005. The taking of sick leave, 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 twenty-four 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.

(d) 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 1 January 2001 and immediately prior to the Employee’s anniversary of continuing service which occurred after the first full pay period on or after 6 June 2005 the sick leave entitlement was ten (10) days during the first year and twelve (12) days during the second and subsequent years; and

(ii) that for years of service completed before 1 January 2001 the sick leave entitlement was seven (7) days during the first year and ten (10) days during the second and subsequent years.

17.2 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.
17.3 Accumulation of Sick Leave

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 an employer shall not be bound to credit an Employee for sick leave which accrued more than fifteen years before the end of the last completed year of service and the maximum accrual of sick leave (including both current and accumulated) shall be 154 days.

17.4 Previous Service prior to date of Agreement

Service before the date of this agreement shall be counted for the purpose of assessing the annual sick leave entitlement but shall not be taken into consideration in arriving at the period of accumulated leave. Accumulated leave at the credit of the employee at the commencement of this agreement will not be increased or reduced by the operation of this clause.

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

(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 an employer, 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 17.3 of this clause shall be credited to the employee as their accumulated sick leave on their commencement of their employment with the employer.

(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 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) For the purposes of this sub-clause “Catholic Diocesan Employer” shall mean the Archdioceses of Sydney and Canberra/Goulburn, the Dioceses of Broken Bay, Parramatta, Armidale, Bathurst, Lismore, Maitland/Newcastle, Wilcannia/Forbes, Wagga Wagga and Wollongong.

(e) 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 sub-clauses 17.1 to 17.6 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 Personal/Carer’s 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 Personal/Carer’s 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, Disputes 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 Personal/Carer’s 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 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

19.1 Paid Maternity Leave

(a) An employee who applies for maternity leave under the Act, and is granted maternity leave for a period of fourteen weeks or longer by the employer shall be entitled to maternity leave in accordance with this sub-clause. Provided that the maternity leave shall commence 4 weeks prior to the anticipated date of birth and conclude not more than 12 months after the date of commencement of the maternity leave.

(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 clause, the Act shall apply.

19.2 Paid 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 (a) and (b) of sub-clause 19.2 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 19.2 (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 19.2 (c) above.

19.3 Paid Adoption Leave

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 sub-clause 19.1 in relation to paid maternity leave. Provided further that adoption leave shall only be payable in respect of one adopting parent of a child.

19.4 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 (a) (ii) and (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 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:

(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.

(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 (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.
20. Long Service Leave

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 agreement.

20.2 Entitlement to leave from 30 January 2006

Subject to sub-clause 20.3 of this agreement, 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:

<table>
<thead>
<tr>
<th>Calculation of Entitlement:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Prior to 1 January 2001</td>
<td>0.866 weeks per year.</td>
</tr>
<tr>
<td>1 January 2001 to 29 January 2006</td>
<td>1.3 weeks per year.</td>
</tr>
</tbody>
</table>

(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 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, 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.
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 18. The deduction in paragraph (b) shall not affect the employee’s entitlement to Personal/Carer’s Leave in accordance with section 96 of the Fair Work 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 18, 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 clause 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

(c) 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.

(d) 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.

21.3 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 22.1 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, including laboratory coats 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 8 of Table 2- Other Rates and Allowances, as a laundry allowance.

(b) Where employees are required to work in laboratories and 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) 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.

(d) 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 First Aid Kit

A first-aid kit shall be supplied and readily available to all employees.

23.3 Cleaning Equipment

All materials, equipment, etc., required for cleaning purposes shall be supplied by the employer.

23.4 Annual Medical Check-up

Employees, who work regularly in a laboratory using chemicals on a regular basis and/or continuous basis, may request an annual medical check-up at the employer’s expense.

23.5 Meal Facilities and Accommodation

Employees shall be supplied with facilities for tea making and heating food. Employers shall allow employees to partake of their meals or tea breaks in a suitable place protected from the weather (i.e. a staff room) and employees shall leave such place in a thoroughly clean condition.

23.6 Playground supervision

Employees may only be required to perform playground supervision where the employer has developed and implemented a playground supervision policy in consultation with the Union. Such a policy must contain provisions that:

(a) specify the levels of training to be provided to employees;

(b) ensure appropriate levels of support and assistance;
(c) recognise that the introduction of playground supervision should not increase existing workloads of employees without commensurate increases in their paid hours of work unless playground supervision takes the place of another of the employee’s tasks.

This requirement will not apply where employees were already undertaking playground supervision as at 1 July 2008.
24. **Superannuation**

24.1 **Definitions**

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) the Clerical Administrative and Retail Employees Plan; and

(iii) 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 as a fund into which an employee of that employer may elect to have 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

\( \text{casual hourly rate of pay} \) (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 paragraph 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 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 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
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 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 25.1 of clause 25 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</td>
<td>4 weeks</td>
</tr>
<tr>
<td>2 years and less</td>
<td>7 weeks</td>
</tr>
<tr>
<td>3 years and less</td>
<td>10 weeks</td>
</tr>
<tr>
<td>4 years and less</td>
<td>12 weeks</td>
</tr>
<tr>
<td>5 years and less</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</td>
<td>5 weeks</td>
</tr>
<tr>
<td>2 years and less</td>
<td>8.75 weeks</td>
</tr>
<tr>
<td>3 years and less</td>
<td>12.5 weeks</td>
</tr>
<tr>
<td>4 years and less</td>
<td>15 weeks</td>
</tr>
<tr>
<td>5 years and less</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.

26.1 Definitions

For the purpose of this clause:

“Child” means a person under the age of 18 years.

“Reportable Conduct” as defined in the Ombudsman Act 1974 means:

(a) Any sexual offence, or sexual misconduct, committed against, with or in the presence of a child (including a child pornography offence), or

(b) Any assault, ill treatment or neglect of a child, or

(c) Any behaviour that causes psychological harm to a child,

whether or not, in any case, with the consent of the child.

“Exempt Allegation” means an allegation to which one or more of the exemptions to reportable conduct pursuant to the Ombudsman Act 1974 applies. These exemptions are:

(a) conduct that is reasonable for the purpose of the discipline, management or care of children, having regard to the age, maturity, health or other characteristics of the children and to any relevant codes of conduct or professional standards, or

(b) the use of physical force that, in all the circumstances, is trivial and negligible, but only if the matter is to be investigated and the result of the investigation recorded under workplace employment procedures, or

(c) conduct of a class or kind exempted from being reportable conduct by the Ombudsman under section 25CA of the Ombudsman Act 1974.

“Reportable allegation” means an allegation of reportable conduct against an employee or an allegation of misconduct that may involve reportable conduct.

26.2 Natural Justice to Employees in dealing with reportable allegations and exempt allegations

An employee, against whom a reportable allegation or an exempt allegation has been made in the course of employment, is to be informed by his or her employer (or the person delegated by his or her employer to do so) of the reportable allegation or exempt allegation made against them and be given:

(a) an opportunity to respond to the reportable allegation or exempt allegation; and

(b) sufficient information to enable them to respond to the matters alleged against him/her. He or she must be given full details unless the Police or
other government agency involved in the investigation of the matters alleged against the employee, have otherwise directed the employer not to do so.

Where an interview is required, the employee shall be advised in advance of the general purpose of any interview relevant to the reportable allegation or exempt allegation the names and positions of persons who will be attending the interview; the right to be advised of an entitlement to be accompanied by a person of the employee’s choice (a witness), and sufficient notice of the proposed meeting time to allow such witness to attend. Such witness may be a Union representative.

26.3 Access to files

(a) Such employee is to be informed by his or her employer of the location of any files that the employer holds relating to the employee, concerning a reportable allegation or an exempt allegation made against the employee.

(b) The employee may, subject to giving reasonable notice, have the right to inspect such files held by the employer.

(c) The employer may restrict or withhold access to any such file, or part of a file, where the employer has reason to believe that the provision of access would either;

(1) compromise or put at risk the welfare or safety of a child who is the alleged victim or subject of the reportable allegation or exempt allegation, or

(2) contravene any statutory provision, or guideline or policy directive of an government authority or agency, in relation to the reporting or investigation, including police criminal investigation, of any reportable allegation or exempt allegations, or

(3) prevent the employer from conducting or completing the investigation or reporting of the details of a reportable allegation or an exempt allegation against an employee, in compliance with any statutory deadline.

26.4 Additional Documentation from Employee

(a) An employee against whom a reportable allegation or an exempt allegation has been made may submit to his or her employer documentation, in response to the matters alleged against him or her.

(b) The employer must place such documentation on the file held by the employer concerning the reportable allegation or exempt allegation made against the employee.

26.5 Confidentiality of documents and files

(a) The employer must implement procedures to safeguard the confidentiality of any file held by the employer concerning any reportable allegation or exempt allegations made against an employee.
27. **Dispute Procedures**

27.1 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.

27.2 If a dispute is unable to be resolved at the workplace, and all appropriate steps under clause 27.1 have been taken, a party to the dispute may refer the dispute to Fair Work Australia.

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

27.4 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.

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

27.6 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.
28. No Extra Claims

28.1 No Extra Claims

(a) It is a term of this agreement that the union will not make or pursue any extra claims for improvements in wages or other terms and conditions of employment until 30 June 2011, with the exception of the Diocese of Lismore in relation to:

(i) senior staff; and

(ii) employees on recurring fixed term contracts for a continuous period.

(b) The parties agree that the wage increases provided for in this agreement are in lieu of any improvements in wages provided for under any decision of Fair Work Australia (including any State Wage Case decision) handed down prior to or during the nominal term of this agreement and until 1 July 2011 and no claim can be made for such increases.
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.
Signatures to the Agreement

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>Level</th>
<th>First Full Pay Period on or after 1 July 2010 ($)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>47,892</td>
</tr>
<tr>
<td>2</td>
<td>48,916</td>
</tr>
<tr>
<td>3</td>
<td>52,233</td>
</tr>
<tr>
<td>4</td>
<td>55,543</td>
</tr>
<tr>
<td>5</td>
<td>58,407</td>
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<tr>
<td>6</td>
<td>66,377</td>
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</table>
Table 2 – Other Rates and Allowances

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Clause No.</th>
<th>Brief Description</th>
<th>From the first full pay period on or after 1 July 2010 ($)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1*</td>
<td>11.1 (a)</td>
<td>Overtime/Meal Allowance</td>
<td>12.41</td>
</tr>
<tr>
<td>2</td>
<td>11.3 (a)</td>
<td>Mixed Health Allowance</td>
<td>33.51 per week, 6.70 per day</td>
</tr>
<tr>
<td>3</td>
<td>11.4 (a)</td>
<td>First Aid Allowance</td>
<td>16.41 per week, 3.28 per day</td>
</tr>
<tr>
<td>4</td>
<td>11.5 (a)</td>
<td>Health Care Procedures</td>
<td>17.10 per week, 3.42 per day</td>
</tr>
<tr>
<td>5</td>
<td>11.6 (a)</td>
<td>Medication Allowance</td>
<td>8.22 per week, 1.64 per day</td>
</tr>
<tr>
<td>6*</td>
<td>11.7 (c)</td>
<td>Own Car Allowance - for a vehicle 1500cc under 1500cc For a vehicle over 1500cc</td>
<td>104.83, 129.58 per week</td>
</tr>
<tr>
<td>7*</td>
<td>11.7 (d)</td>
<td>Own Car Allowance for use on a casual or incidental basis</td>
<td>0.68 per km</td>
</tr>
<tr>
<td>8*</td>
<td>23.1 (a)</td>
<td>Laundry Allowance</td>
<td>7.16 per week</td>
</tr>
</tbody>
</table>

Note: * Items 1, 6, 7 and 8 to be adjusted for CPI increases from the first full pay period on or after 21 December 2008. Current rates have been adjusted to September Quarter 2008.
ANNEXURE 1 - Portability of Sick Leave

PORTABILITY OF SICK LEAVE

Part A to be completed by the 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.

(f) “Union” means the New South Wales Independent Education Union of Australia and the New South Wales/Australian Capital Territory branch of the...
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

<table>
<thead>
<tr>
<th>The Catholic Diocesan System Authority of:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>The Diocese of Armidale</td>
<td>The Diocese of Parramatta</td>
</tr>
<tr>
<td>The Diocese of Bathurst</td>
<td>The Archdiocese of Sydney</td>
</tr>
<tr>
<td>The Diocese of Broken Bay</td>
<td>The Diocese of Wagga Wagga</td>
</tr>
<tr>
<td>The Archdiocese of Canberra/Goulburn</td>
<td>The Diocese of Wilcannia/Forbes</td>
</tr>
<tr>
<td>The Diocese of Lismore</td>
<td>The Diocese of Wollongong</td>
</tr>
<tr>
<td>The Diocese of Maitland/Newcastle</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>CATHOLIC INDEPENDENT SCHOOLS</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Boys’ Town, Engadine</td>
<td>St Clare’s College, Waverley</td>
</tr>
<tr>
<td>Brigidine College, St Ives</td>
<td>St Dominic’s College, Penrith</td>
</tr>
<tr>
<td>Chevalier College, Bowral</td>
<td>St Edward’s College, Gosford</td>
</tr>
<tr>
<td>Christian Brothers High School, Lewisham</td>
<td>St Edmund’s College Canberra</td>
</tr>
<tr>
<td>Daramalan College, Dickson, ACT</td>
<td>St Edmund's School, Wahroonga</td>
</tr>
<tr>
<td>Edmund Rice College, Wollongong</td>
<td>St Gabriel’s School, Castle Hill</td>
</tr>
<tr>
<td>Holy Saviour School, Greenacre</td>
<td>St Gregory’s College, Campbelltown</td>
</tr>
<tr>
<td>Kincoppal-Rose Bay School of the Sacred Heart</td>
<td>St. Joseph’s College, Hunters Hill</td>
</tr>
<tr>
<td>Marist College, Canberra</td>
<td>St. Lucy’s School, Wahroonga</td>
</tr>
<tr>
<td>Mater Dei School, Camden</td>
<td>St Maroun’s School, Dulwich Hill</td>
</tr>
<tr>
<td>Monte Sant’ Angelo Mercy College, North Sydney</td>
<td>St Mary Star of the Sea College, Wollongong</td>
</tr>
<tr>
<td>Mount St. Benedict College, Pennant Hills</td>
<td>St Paul’s International College, Moss Vale</td>
</tr>
<tr>
<td>Mount St Joseph High School, Milperra</td>
<td>St Patrick’s College, Strathfield</td>
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</tr>
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<td>St Pius X College, Chatswood</td>
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<tr>
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<td>St Scholastica’s College, Glebe Point</td>
</tr>
<tr>
<td>Red Bend Catholic College, Forbes</td>
<td>St Stanislaus’ College, Bathurst</td>
</tr>
<tr>
<td>Rosebank College, Five Dock</td>
<td>St Vincent’s College, Potts Point</td>
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<tr>
<td>Santa Sabina College, Strathfield</td>
<td>The John Berne School, Petersham</td>
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<tr>
<td>Stella Maris College, Manly</td>
<td>Trinity Catholic College, Lismore</td>
</tr>
<tr>
<td>St Augustine’s College, Brookvale</td>
<td>Waverley College, Waverley</td>
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<td>St Charbel’s College, Punchbowl</td>
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</table>
### 7. One Year Qualifying Period

<table>
<thead>
<tr>
<th>The Catholic Diocesan System Authority of:</th>
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<tbody>
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<td>The Diocese of Wilcannia/Forbes</td>
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<tr>
<td>The Diocese of Lismore</td>
<td>The Diocese of Wollongong</td>
</tr>
<tr>
<td>The Diocese of Maitland</td>
<td></td>
</tr>
</tbody>
</table>

**CATHOLIC INDEPENDENT SCHOOLS**

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</tr>
<tr>
<td>Chevalier College, Bowral</td>
<td>St Edmund’s College, Canberra</td>
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<tr>
<td>Christian Brothers High School, Lewisham</td>
<td>St Edmund’s School, Wahroonga</td>
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<tr>
<td>Daramalan College, Dickson, ACT</td>
<td>St Gabriel’s School, Castle Hill</td>
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<tr>
<td>Edmund Rice College, Wollongong</td>
<td>St Gregory’s College, Campbelltown</td>
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<tr>
<td>Holy Saviour School, Greenacre</td>
<td>St Joseph’s College, Hunters Hill</td>
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<tr>
<td>Kincoppal-Rose Bay School of the Sacred Heart</td>
<td>St Lucy’s School, Wahroonga</td>
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<tr>
<td>Marist College, Canberra</td>
<td>St Mary Star of the Sea College, Wollongong</td>
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<tr>
<td>Mater Dei School, Camden</td>
<td>St Maroun’s School, Dulwich Hill</td>
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<tr>
<td>Mount St. Benedict College, Pennant Hills</td>
<td>St Paul’s International College, Moss Vale</td>
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<tr>
<td>Mount St Joseph, Milperra</td>
<td>St. Patrick’s College, Strathfield</td>
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<tr>
<td>Oakhill College, Castle Hill</td>
<td>St Patrick’s College, Campbelltown</td>
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<tr>
<td>Our Lady of Lebanon College, Harris Park</td>
<td>St Pius X College, Chatswood</td>
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<tr>
<td>Our Lady of Mercy College, Parramatta</td>
<td>St Scholastica’s College, Glebe Point</td>
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<tr>
<td>Rosebank College, Five Dock</td>
<td>St Stanislaus’ College, Bathurst</td>
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<td>Santa Sabina College, Strathfield</td>
<td>St Vincent’s College, Potts Point</td>
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<tr>
<td>Stella Maris College, Manly</td>
<td>The John Berne School, Petersham</td>
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<tr>
<td>St Augustine’s College, Brookvale</td>
<td>Trinity Catholic College, Lismore</td>
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<tr>
<td>St Charbel’s College, Punchbowl</td>
<td>Waverley College, Waverley</td>
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<tr>
<td>St Clare’s College, Waverley</td>
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</tbody>
</table>

* Note: In respect of service prior to 30 January 2006, Boys’ Town, Engadine, and St Mary Star of the Sea College, Wollongong, were Five Year Qualifying Period Employers. In respect of service prior to 1 January 2010, Chevalier College, Bowral was a Five Year Qualifying Period Employer.
8. Five Year Qualifying Period

CATHOLIC INDEPENDENT SCHOOLS

Monte Sant’ Angelo Mercy College
North Sydney

Red Bend Catholic College, Forbes

9. Agreement and Application to Transfer Long Service Leave

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