

**Principals
(Country and
Regional
Dioceses)
Enterprise
Agreement**

2013

ARRANGEMENT

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1. Title of this Agreement

This Agreement will be known as the *“Principals Country and Regional Dioceses) Enterprise Agreement 2013”*.

2. Coverage of this Agreement

2.1 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) principals employed by an employer 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 7 days after approval by the Fair Work Commission and remains in force until 31 December 2013 provided however that the rates of pay in Part B – Monetary Rates will commence from the first full pay period on or after 1 January 2012.

3.2 Relationship between the National Employment Standards and this Agreement

The National Employment Standards apply to principals covered by this Agreement, except where this Agreement provides for a more favourable outcome for the principal 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.

“**this Agreement**” means the *Principals (Country and Regional Dioceses) Enterprise Agreement 2013*

“**Diocese**” means one of the Dioceses of Armidale, Bathurst, Lismore, Maitland-Newcastle, Wagga Wagga, Wilcannia-Forbes or Wollongong as appropriate.

“**Employer**” means an employer covered by this Agreement.

“**FWC**” means the Fair Work Commission.

“**Immediate Family**” means a parent, step-parent, spouse, grandchild, sibling, grandparent, child, step-child, foster child, adopted child and foster parent of the principal or spouse.

“**Part-Time Principal**” shall mean a principal who is employed to work regularly, but for less than a full school week.

“**Principal**” means a person appointed as such in Catholic Systemic School conducted by a Diocese.

“**Recognised School**” means a school registered under the provisions of the *Education Act 1990* (NSW) or any registered special school within the meaning of that Act or school for children with disabilities.

“**School Service Date**” means the usual commencement date of employment at a school for teachers who are to commence teaching on the first day of the first term.

“**Statement of Service**” means a statement from an employer on official letterhead that contains a start date, termination date and whether any leave without pay was taken.

“**Union**” means the Independent Education Union of Australia.

5. Terms of Engagement

5.1 Letter of Appointment

The employer shall provide a principal on appointment with a letter stating, the classification and rate of salary as at appointment and an outline of superannuation benefits available.

5.2 Selection and Appointment Procedures

Normally principal positions (except where the position is filled temporarily by the assistant principal) will be appropriately advertised and appointments will be made following a selection process. Such appointments will be made on the basis of merit and suitability in accordance with documented diocesan selection process and appointment procedures.

5.3 Part-time Principal

- (a) The terms of this Agreement shall apply pro rata to a part-time principal on the basis of the principal's full-time equivalent (FTE).
- (b) For the purpose of this subclause, FTE is defined as the proportion which the number of days, or part thereof, worked by a part-time principal bears to the number of days a full-time principal is required to work per week.

5.4 Principal Skill Development

(a) Support for Beginning Principals

A principal in his or her first year as a principal shall be afforded Diocesan support in adjusting to the new role and demands of principalship. The principal will participate in such procedures as are afforded.

This process shall be determined by the employer in consultation with the principal to assist the principal's professional development in that role which shall be reviewed regularly throughout the year.

The employer may provide a written statement to the principal, not later than four weeks before the end of the school year, outlining the principal's progress and development.

- (b) A principal may request and be given from time to time by the employer appropriate documentation as evidence of the principal's professional development and experience. These documents may, if the principal wishes, form a portfolio which shall remain the property of the principal.
- (c) Where the employer considers that a problem exists in relation to the principal's performance, the employer shall not use any agreed skill development process in substitution for, or as an

alternative to, in whole or in part, procedures which apply to the handling of such problems.

5.5 Employer Direction

An employer may direct a principal to carry out such duties as are within the limits of the principal's skill, competence and/or training.

5.6 Statement of Service

Upon the termination of service of a principal, the employer shall provide a statement of service.

5.7 Continuity of Service

The service of a principal with an employer shall be deemed to be continuous for all purposes, notwithstanding that part of the period of service with the employer was as a principal, principal, consultant, or in a similar position, and part as a principal.

5.8 Ordinary weekly hours of work

- (a) This subclause supplements the NES that deals with maximum weekly hours.
- (b) The ordinary hours of a principal under this Agreement may be averaged over a 12 month period.

6. Salaries, Allowances and Related Matters

6.1 Minimum Annual Salary

- (a) The minimum annual and fortnightly salaries payable to principals shall be set out in **Table 1 – Annual and Fortnightly Salaries** of Part B - Monetary Rates, provided that the rates shown for principals of primary schools with enrolment bands of 1-100 shall only apply to principals in the Dioceses of Bathurst, Lismore and Wilcannia-Forbes. **Table 1A – Annual and Fortnightly Salaries, Principals of Small Primary Schools, Diocese of Wagga Wagga** shall apply to principals of such schools with enrolments of 100 children or less. Fortnightly salaries have been calculated by multiplying annual salary by 14 and dividing by 365, with the answer rounded to two decimal points.
- (b) This paragraph applies in circumstances where the enrolment at a school varies, such that the principal is in a different enrolment band for the purpose of salary payable pursuant to paragraph (a) of this subclause and Table 1 – Annual and Fortnightly Salaries of Part B - Monetary Rates.

If the enrolment of a school at the August census date increases such that a different enrolment band is applicable, then the salary of the principal shall increase from the beginning of the following school year.

If the enrolment of a school increases at the February census date such that a different enrolment band is applicable and such increase is maintained in the August census date, then the salary of the principal shall be increased from the beginning of that school year.

If the enrolment of a school decreases at a census date such that a lower enrolment band is applicable, the salary of the principal shall be nevertheless maintained at the higher band until the end of the current contract of the principal. Where the contract of the principal is subsequently renewed at the same school, the salary of the principal for the subsequent contract shall be determined in accordance with the documented diocesan policy (such salary being not less than the applicable salary pursuant to paragraph (a) of this subclause).

6.2 Payment of Salary

- (a) The salary payable to a principal, pursuant to this clause shall, be payable fortnightly.
- (b) The salary payable to a principal, pursuant to this clause, shall be payable at the election of the employer by either cash, cheque or Electronic Funds Transfer into an account nominated by the principal.

6.3 Travelling Expenses

- (a) Where a principal is required to provide transport in connection with the principal's employment, other than for journeys between home and place of employment, the principal shall be paid the allowance per kilometre of travel as set out in **Table 2 – Other Rates of Pay and Allowances** of Part B – Monetary Rates.
- (b) Travelling and other out-of-pocket expenses reasonably incurred by a principal in the course of duties required by the employer shall be reimbursed by the employer.

6.4 Overpayment

Where an employer becomes aware that payments have been made over or under entitlements provided for under this Agreement the principal shall be notified and the parties shall attempt to reach agreement on the money due or to be recovered. If the parties are unable to reach agreement, either party may have recourse to Clause 18 the Disputes Procedure.

6.5 Annual Remuneration

- (a) Notwithstanding subclause 6.1 of this clause, a principal may elect to receive his or her annual remuneration as a combination of salary (payable fortnightly) and benefits payable by the employer. The sum total of such salary, benefits, Fringe Benefits Tax and any employer administrative charge will equal the appropriate salary prescribed by subclause 6.1
- (b) The employer will determine the range of benefits available to the principal and the principal may determine the mix and level of benefits as provided in paragraph (a) of this subclause.
- (c) Any other payment calculated by reference to the principal's salary and payable either:
 - (i) during employment; or
 - (ii) on termination of employment; or
 - (iii) on death
- (d) shall be at the rate of pay as set out in the relevant table of Part B - Monetary Rates.

6.6 Special Geographic Allowance

This paragraph only applies to the Diocese of Wilcannia-Forbes. This paragraph will apply, as at February 1998, to full-time permanent teachers and principals employed at St Therese's Community School, Wilcannia; St Ignatius School, Bourke; St Patrick's School, Brewarrina will receive an special geographic allowance of \$2,313 pa. Part-time permanent principals will receive a pro-rata amount.

7. Annual Adjustment of Salary

7.1 In Lieu of the Act

This clause will apply:

- (a) in lieu of the corresponding provisions of the Act; and
- (b) notwithstanding any other provisions of this Agreement.

7.2 Application of this Clause

The provisions of this clause will apply in lieu of the corresponding provisions of the Act where:

- (a) a principal commences employment after the school service date; or
- (b) a principal takes approved leave without pay or unpaid parental leave for a period which (in total) exceeds 20 pupil days in any year.

7.3 Calculation of Payments

A payment made pursuant to this clause shall be calculated in accordance with the following formula:

$$\text{Step 1 } \frac{A \times B}{C} = D$$

$$\text{Step 2 } D - E = F$$

$$\text{Step 3 } \frac{F \times G}{2} = H$$

Where:

- A** = The number of term weeks worked by the principal 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 principal since the school service date
- F** = Result in weeks
- G** = The principal's current fortnightly salary
- H** = Amount Due

7.4 Principals Who Commence Employment after the School Service Date

- (a) A principal who commences employment after the school service date shall be paid from the date the principal commences provided that, at the end of Term 4, the principal shall be paid an amount calculated pursuant to subclause 7.3 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 principal for the purposes of this clause shall be deemed to be the school service date.

7.5 Principals Who Take Approved Leave Without Pay or Unpaid Parental Leave

Where a principal takes leave without pay or unpaid parental leave with the approval of the employer for a period which (in total) exceeds 20 pupil days in any year, the principal 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 4 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 a principal who has received a payment pursuant to paragraph (b) of this subclause returns from leave in the same year rather than the next school year as anticipated, then the principal shall be paid at the conclusion of Term 4 as follows:
 - (i) by applying the formula in subclause 7.3 as if no payment had been made to the principal at the commencement of leave;
 - (ii) by deducting from that amount the amount earlier paid to the principal.

7.6 Payment not Less than under the Act

Notwithstanding the provisions of paragraph (a) of subclause 7.1 of this clause, a principal 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 principal would otherwise be entitled under the annual provisions of the Act in respect of a year of employment.

8. Annual Leave and Loading

8.1 Entitlement to Annual Leave

- (a) A principal, other than a casual principal, is entitled to four weeks annual leave, accrued in accordance with the Act, which shall be deemed to be taken from the commencement of the school summer vacation each year.
- (b) A principal must take annual leave re-credited in accordance with the Act only during non-term weeks as directed by the employer.

8.2 Subject to subclause 8.7, where a principal, other than a casual principal, is given and takes annual holidays commencing at the beginning of the school summer vacation each year, the principal shall be paid an annual holiday loading calculated in accordance with this clause.

8.3 The loading shall be payable in addition to the pay payable to the principal for the period of the school vacation.

8.4 The loading shall be calculated:

- (a) in relation to such period of a principal's annual holiday as is equal to the period of annual holiday to which the principal is entitled for the time being under the Act at the end of each year of employment, or where relevant;
- (b) the period of annual leave calculated under subclause 8.7.

8.5 The loading shall be the amount payable for the period specified in subclause 8.4 or 8.7 at the rate of 17½ per cent of the weekly equivalent of the principal's annual salary.

8.6 For the purposes of this clause, "salary" shall mean the salary payable to the principal at 1 December of the year in which the loading is payable.

Provided that where subclause 8.7 of this clause applies, "salary" shall mean the salary payable immediately prior to the payment made to the principal pursuant to clause 7 Annual Adjustment of Salary or clause 14 Termination.

8.7 Where a principal receives a payment pursuant to subclauses 7.3 or clause 14 Termination of this Agreement (other than a principal terminated by the employer for misconduct) the principal shall be entitled to that fraction of the annual holiday loading to which he or she would be entitled if he or she had worked for the whole school year which is equal to the number of term weeks worked by the principal divided by the number of term weeks he or she would normally be required to work by the employer in the whole school year.

9. Sick Leave

9.1 Entitlement

Any full-time principal shall be entitled to paid sick leave in respect of any absence on account of illness or injury and subject to the following conditions and limitations:

- (a) in respect of each year of service with an employer, the period of sick leave shall, subject to subclause 9.2 of this clause, not exceed in any year of service 25 working days on full pay.
- (b) a principal shall not be entitled to paid sick leave for any period in respect of which such principal is entitled to workers' compensation.
- (c) a principal shall not be entitled to paid sick leave unless he or she notifies the Regional Director of the school (or such other person deputed by the Director) prior to the commencement of the first organised activity at the school on any day, of the nature of the illness and of the estimated duration of the absence; provided that paid sick leave shall be available if the principal took all reasonable steps to notify the Regional Director or was unable to take such steps.
- (d) the sick leave entitlement of a part-time principal shall be in that proportion which the number of days, or part thereof, worked by a part-time principal bear to the number of days a full-time principal is required to work per week.

9.2 Accumulation of Sick Leave

Sick leave shall accumulate from year to year as follows:

- (a) untaken sick leave in any year of service with an employer shall be accumulated, provided that a principal shall only be entitled to the sick leave accumulated in respect of the 6 years of continuous service immediately preceding the current year of service and the maximum accumulation shall not exceed 150 days on full pay.
- (b) sick leave which accrues to a principal at the commencement of a year of service pursuant to subclause 9.1 of this clause shall be taken prior to the taking of any sick leave which the principal has accumulated in accordance with this subclause.

9.3 Evidence of Sickness

- (a) In each year, with the exception of the first two days absence due to illness, a principal shall, upon request, provide a medical certificate addressed to the employer or, if the employer requires, to a medical practitioner nominated by the employer.
- (b) Where a principal has taken frequent single days of sick leave, or taken extended sick leave such that the employer requires

additional information in relation to the principal's sickness, then the employer may take action in accordance with this subclause.

- (i) The employer may arrange a meeting in order to clarify the position with the principal. The employer shall invite the principal to respond verbally to the issues raised by the employer. If the principal is a union member then the principal may seek union advice and assistance.
- (ii) After consideration of the principal's response the employer may:
 - (A) require further evidence of illness; and/or
 - (B) request the principal to obtain a second opinion from another doctor at the employer's cost; and/or
 - (C) request a more detailed estimation of the likely length of the absence; and/or
 - (D) require the principal to obtain a medical report (at the employer's cost) in relation to the likely period of absence; and/or.
 - (E) discuss with the principal any other action.
- (iii) The principal may, if a member of the union, request that this matter be discussed at any stage between the union and the employer.
- (iv) The parties agree to meet to review the operation of this subclause after this Agreement has been in place for twelve months, if either party to this Agreement so requests.

9.4 Portability

- (a) A principal who was previously employed with another Catholic Diocesan employer or Catholic independent school as a full-time, part-time or temporary employee and is employed with or in a Diocese on or after 3 February 1997, shall be entitled to portability of sick leave in accordance with this subclause.
- (b) Untaken sick leave which has accumulated in accordance with subclauses 9.2 and 9.3 of this clause since 29 January 1996 shall be credited to the principal as his/her accumulated sick leave on the commencement of their employment with or in a Diocese.
- (c) For a principal to be eligible for portability of sick leave under this clause, the principal must satisfy the following criteria:
 - (i) The principal has commenced employment with the Diocese within six months or two terms, whichever is the greater, of the principal's employment terminating with the other Catholic Diocesan employer or Catholic independent school.

- (ii) The former Catholic Diocesan employer or Catholic independent school will provide to each principal on the principal's termination of employment, a completed version of the form set out in Annexure 2 of this Agreement and the principal will provide the original completed form to the new Catholic Diocesan employer within four school weeks of the commencement of employment.
- (d) For the purposes of this subclause "Catholic Diocesan employer" shall mean the Archdioceses of Sydney and Canberra/Goulburn, the Dioceses of Broken Bay, Parramatta, Armidale, Bathurst, Lismore, Maitland / Newcastle, Wagga Wagga (and the Trustees of the Diocese of Wagga Wagga), Wilcannia/Forbes and Wollongong; and "Catholic Independent School" means an employer set out in Annexure 2.
- (e) Notwithstanding paragraphs (a) and (b) of this subclause, the maximum sick leave portable between Catholic Diocesan employers or Catholic independent schools shall be 150 days and the sick leave in any one year pursuant to paragraph 9.1(a) shall not exceed 25 days (with one or more employers).

9.5 Income Maintenance for Principals on Workers Compensation

This subclause applies to a principal who is totally unfit for work (total incapacity) and is in receipt of a weekly payment pursuant to workers compensation legislation. During the first 26 weeks only of the period that the principal is unfit for work, if the weekly compensation payment received by the principal is less than the Agreement rate of pay applicable to the principal, the principal shall be entitled to top up the fortnightly salary to the Agreement rate by taking any sick leave or long service leave to which the principal is entitled. The leave balance of the principal shall be reduced proportionately.

10. Personal/Carer's Leave

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

- (a) A principal other than a casual principal, with responsibilities in relation to a class of person set out in subparagraph (ii) of paragraph (c) who needs the principal's care and support, shall be entitled to use, in any year, in accordance with this subclause, 10 days of current and 30 days of accrued sick leave entitlement provided for at clause 9 of this 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 principal 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 principal.

In normal circumstances, a principal must not take personal/carers leave under this subclause where another person had taken leave to care for the same person.

- (c) The entitlement to use sick leave in accordance with this subclause is subject to:
 - (i) the principal being responsible for the care of the person concerned; and
 - (ii) the family member being a parent, step-parent, spouse, grandchild, sibling, grandparent, child, step-child, foster child, adopted child and foster parent of the principal or spouse.

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

Where the parties are unable to reach agreement clause 18 Disputes procedures, should be followed.

10.2 Use of Sick Leave for a Pressing Domestic Necessity

- (a) Subject to paragraph 10.2(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 (NSW)*.

- (b) A principal, other than a casual principal, 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 principal's service, for any pressing domestic necessity other than to care for or support a person defined in subparagraph 10.1(c)(ii).
- (c) Where a principal, other than a casual principal, is not entitled to utilise sick leave credits pursuant to paragraph 10.1(a) he or she may access 10 days current and 30 days accrued sick leave for any pressing domestic necessity where the principal is responsible for the care or support of a person not referred to in subparagraph 10.1(c)(ii).
- (d) The yearly entitlement for the purpose of pressing domestic necessity in paragraph 10.2(b) is non-cumulative.
- (e) If required, a principal shall provide a written statement or other evidence supporting the application for personal/carer's leave for the purpose of pressing domestic necessity.

10.3 Notification of Intention to Take Leave

In relation to subclauses 10.1 and 10.2, wherever practicable, a principal shall give the employer notice prior to the absence of the intention to take leave. The principal shall also provide the name of the person requiring care, that person's relationship to the principal, 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 principal to give prior notice of absence, the principal shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

10.4 Unpaid Leave for Family Purpose

A principal 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 10.1(c)(ii) or paragraph 10.2(c) who is ill or who requires care due to an unexpected emergency.

10.5 Entitlement for Casual Principals

- (a) Subject to the requirements in subclause 10.3 and paragraph 10.1(b), casual principals are entitled to not be available to attend work, or to leave work if they need to care for a person prescribed in subparagraph 10.1 (c) (ii) or paragraph 10.2(c) 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 principal shall agree on the period for which the principal will be entitled to not be available to attend work. In the absence of agreement, the principal is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual principal is not entitled to any payment for the period of non-attendance.

- (c) An employer must not fail to re-engage a casual principal because the principal accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage a casual principal are otherwise not affected.

11. Parental Leave

11.1 Paid Parental leave

- (a) A female principal who is pregnant with, or gives birth to, a child, and who:
 - (i) applies for unpaid parental leave under the Act in relation to the birth of her child; and
 - (ii) is granted such leave for a period of 14 weeks or longer by the employer;

shall be entitled to paid maternity leave in accordance with this subclause.

- (b) The maternity leave shall be paid for 14 weeks at the rate of salary the principal would have received, if the principal had not taken parental leave. (If the period of parental leave granted to the principal is for less than 14 weeks then the period of paid maternity leave shall be for such lesser period). This period shall be inclusive of non-term periods falling within the 14 weeks, other than where a principal works up until the last day of a term in which case the paid maternity leave shall be deemed to commence from the first day of the following school term. For the purpose of this paragraph, non-term periods shall not include the first 4 weeks of the school summer vacation period.
- (c) The principal may elect to be paid during the period of paid leave in paragraph (b) of this subclause either in accordance with the usual employer payment schedule or as a lump sum payment in advance.
- (d) Where a principal applies for a lump sum payment in advance under paragraph (c) of this subclause, the principal shall give the employer at least one month's notice of intention.
- (e) If a principal has commenced paid maternity leave and subsequently the principal's pregnancy results in a miscarriage or a still birth, the principal shall be entitled to retain payment in accordance with this clause equivalent to salary for the period of parental leave taken by the principal.
- (f) Paid maternity leave shall commence no earlier than one term prior to the expected date of birth.
- (g) The employer may deduct payment for any absence of the principal (to which the principal, but for this clause, would have been entitled under clause 9, Sick Leave) in the period four calendar weeks prior to the expected date of birth from the payment of paid maternity leave to which the principal is entitled pursuant to this subclause.
- (h) Non term weeks within the period of paid maternity leave shall be deemed to be non term weeks worked by the principal for the

purpose of clause 7, Annual Adjustment of Salary and clause 14, Termination.

- (i) A principal on paid maternity leave in accordance with this clause will not be employed as a casual principal by the employer during such paid leave.
- (j) Where a principal gives birth to a child whilst on unpaid leave (other than parental leave in relation to the birth of the same child) the principal will be entitled to unpaid parental leave in accordance with the Act. However, the principal will not be entitled to an additional 14 weeks payment in accordance with paragraph (b) of this subclause.
- (k) Except as varied by this provision, the Act shall apply.

Notation

- (i) The employers are of the view that parental leave should preferably commence on the day following the last teaching day of a term and conclude on the day preceding the first teaching day of a term.
- (ii) In order to facilitate the desirable practice referred to in paragraph (i) of this notation, the employers are prepared to extend the time of parental leave beyond that maximum entitlement prescribed by the said Act should the principal agree to return from parental leave at the commencement of the term immediately following the maximum period of leave required to be afforded by that Act.

11.2 Paid Adoption Leave

- (a) A principal who applies for adoption leave under the Act and is granted such leave by the employer in accordance with these provisions, shall be entitled to payment of adoption leave under the same (or comparable) conditions as those set out in this clause in relation to paid maternity leave. Provided further that paid adoption leave shall only be granted in respect of one adopting parent of a child.
- (b) A principal shall be entitled to one day's leave with pay for the purpose of adopting any child provided that he or she is not also entitled to paid adoption leave pursuant to paragraph (a) of this subclause.
- (a) A principal must give notice of the intention to take adoption-related leave and provide other notice and documentation, as required by section 74 of the Act.

11.3 Paid Paternity Leave

- (a) A principal shall be entitled to:
 - (i) one day's leave with pay on the date of his wife's confinement or on the day on which his wife leaves hospital following her confinement; and

- (ii) in addition to the entitlement in subparagraph 11.3(a)(i), paternity leave in one continuous period not exceeding two weeks. Such additional leave shall be deducted from, and shall not exceed, the principal's entitlement to personal/carer's leave pursuant to clause 10 of this Agreement.
- (b) The principal shall be entitled to take such paternity leave in the 4 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 principal to take leave at a time outside the period specified in this paragraph. If the principal chooses to agree to the employer's request, such agreement shall be recorded in writing. Where the principal does not agree, the leave shall be taken in accordance with this paragraph.
- (c) The entitlement to paternity leave in paragraph 11.3(a) is inclusive of, and not in addition to, the principal's entitlement to take unpaid parental leave in accordance with the Act.
- (d) The principal must, at least 4 weeks before proceeding on leave pursuant to subparagraph 11.3(a)(ii), 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 11.3(b) .

11.4 Prior Service with another Catholic Diocesan Employer or Catholic Independent School

For the purpose of eligibility for maternity leave and adoption leave pursuant to this clause, a principal who is not eligible for such leave because he or she has less than twelve months continuous service as required pursuant to the Act, shall nevertheless be deemed to have completed twelve months continuous service with the current employer if immediately prior to commencement of service with the current employer, he or she had twelve months continuous service with another Catholic Diocesan employer or Catholic independent school.

"Catholic Diocesan Employer" and "Catholic Independent School" shall have the same meaning as in paragraph 9.4(d) of this Agreement.

11.5 Casual Principals

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

- (a) the principal or principal's spouse is pregnant; or
- (b) the principal is or has been immediately absent on parental leave.

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

For the purposes of this clause a regular casual principal is a casual principal who works for an employer on a regular and systematic basis

and who has a reasonable expectation of ongoing employment on that basis.

11.6 Right to Request

(a) A principal entitled to parental leave may request the employer to allow the principal:

- (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 principal in reconciling work and parental responsibilities.

(b) The employer shall consider the request having regard to the principal's circumstances and, provided the request is genuinely based on the principal'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) **Principal's request and the employer's decision to be in writing**

The principal's request and the employer's decision made under subparagraphs (a) (ii) and (iii) of this subclause must be recorded in writing.

(d) **Request to Return to Work Part-Time**

Where a principal wishes to make a request under subparagraph (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.

11.7 Communication during Parental Leave

(a) Where a principal 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 principal held before commencing parental leave; and
- (ii) provide an opportunity for the principal to discuss any significant effect the change will have on the status or responsibility level of the position the principal held before commencing parental leave.

- (b) The principal shall take reasonable steps to inform the employer about any significant matter that will affect the principal's decision regarding the duration of parental leave to be taken, whether the principal intends to return to work and whether the principal intends to request to return to work on a part-time basis.
- (c) The principal 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).

11.8 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 principal to care for the child if the child:
 - (i) is under school age; or
 - (ii) is under 18 and has a disability.
- (b) The employee 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 paragraph 11.8 (d) must include details of the reasons for the refusal.

12. Long Service Leave

12.1 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 said Act, shall apply to principals employed under this Agreement.

12.2 Accrual of Long Service Leave from 30 January 2006

The amount of long service leave which a principal shall accrue in respect of service performed on and from 30 January 2006 shall be:

- (a) In the case of a principal who has completed:
 - (i) less than 10 years service, in respect of full-time service a principal shall accrue 6.5 days per year of service; and
 - (ii) 10 or more years of service, in respect of full-time service a principal shall accrue 10 days per year of service.
- (b) A principal shall be entitled to accrue leave in respect of part-time service as set out in paragraph 12.2(a) on a pro rata basis according to his or her FTE (as defined in paragraph 12.2(c)).
- (c) For the purposes of this clause the "FTE" is defined as the proportion which the number of days, or part thereof, worked by a part-time principal bear to the number of days a full-time principal is required to work per week. (NB that this formula is the same as that which is utilised in subclause 5.3 of this Agreement).
- (d) A principal shall accrue leave in accordance with this subclause together with leave accrued before 30 January 2006 pursuant to subclause.

12.3 Calculation of Accrual as at 29 January 2006

- (a) A principal whose employment commenced prior to 30 January 2006 will have accrued long service leave as at 29 January 2006 in accordance with previous agreement and legislative provisions.

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

Calculation of Entitlement:

Prior to 31 July 1985	.866 weeks per year.
1 August 1985 to 30 January 1995	1.05 weeks per year up to 10 years of service. 1.5 weeks per year after 10 years of service.
31 January 1995 to 31 January 2001	1.3 weeks per year up to 10 years of service. 1.9 weeks per year, after 10 years of service.
1 February 2001 to 29 January 2006	1.3 weeks per year up to 10 years of service. 2 weeks per year after 10 years of service.

Note: Diocese of Wagga Wagga – Primary Schools

Notwithstanding the other provisions of this subclause, in the period from 1 January 1995 until 27 January, 1998 the long service leave entitlement of principals employed in the Diocese of Wagga Wagga was 13 weeks of long service leave in the first 10 years of service and then 2 weeks for each year of service after 10 qualifying years of service.

- (b) On and from 30 January 2006 long service leave accruals have reflected the differing patterns of work of principals within Catholic schools, whose teaching load changes from full-time to part-time and/or vice versa during their working career. To that end on 29 January 2006, all existing accruals were converted from weeks to working days.
- (c) The following formula was used to calculate the number of days of long service leave that a principal is entitled to as at 29 January 2006:
 - (i) all full-time principals, as at 29 January 2006, had their weeks of accrued long service leave converted to days on the basis of 1 week of accrued leave equals 5 days of accrued leave;
 - (ii) all part-time principals, as at 29 January 2006, had their weeks of accrued long service leave converted to days by averaging the FTE (as defined in accordance with paragraph 12.2(c)) of the last 5 years of eligible service, comparing it with the current FTE (i.e. as at 29 January 2006) and using the higher figure for conversion to days.

12.4 Entitlement to Long Service Leave and Payment on Termination

- (a) A principal shall be entitled to take long service leave accrued in accordance with subclauses 12.2 and 12.3 of this clause on the completion of ten years service with an employer and on the completion of each additional seven years service thereafter.
- (b) In the case of a principal who has completed at least 5 years service with an employer and the service of the principal is terminated or ceases for any reason, such principal shall be paid their accrued long service leave calculated in accordance with subclauses 12.2 and 12.3.

12.5 Conditions of Taking Leave

- (a) It is the intention of the parties that the number of days of long service leave accrued by the principal can be taken at the principal's current FTE when the long service leave is taken. For example, a principal works full-time for their first ten years of employment and then reduces to 2.5 days per week (0.5 FTE) for the next five years of their employment. The principal would accrue 65 days of long service leave for their first ten years of service and then 25 days of long service leave over their next five years of service, a total of 90 days long service leave. If the principal works 2.5 days per week (0.5 FTE) at the time they

commence leave, the principal would be entitled to take their 90 days of long service leave over 36 weeks.

- (b) Where a principal has become entitled to long service leave in respect of the principal's service with an employer, the employer shall give to the principal and the principal shall take the leave as soon as practicable, having regard to the needs of the employer, provided always that unless the employer otherwise agrees, the principal shall give not less than 2 school terms notice of the principal's wish to take leave, and further provided that the employer shall give the principal not less than two school terms notice of any requirement that such leave be taken.
- (c) A principal may request and be granted up to one weeks leave without pay to be taken in addition to long service leave such that the total period of leave comprises one or more complete school terms.
- (d) Long Service leave will be exclusive of pupil vacation periods adjacent to or within the period of leave. Provided however that in the case only of a principal who wishes to take a short block of long service leave immediately before or immediately after a pupil vacation period but not in accordance with subclause 12.10 (Long Service Leave in Short Blocks) nor in accordance with other diocesan policy on long service leave then the employer may impose that the leave is inclusive of the pupil vacation period adjacent to or within the period of leave.
- (e) Where a principal is entitled to an amount of long service leave which is in excess of a school term the principal may elect not to take that part of the long service leave which is in excess of a term (the deferred leave), until such time as the principal accumulates further entitlements which when taken together with the deferred leave enables long service leave to be taken for a whole term.

12.6 Public Holidays and Long Service Leave

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

Notation: A contrary provision applied under previous awards in place from 1 January 1985 until 7 December 2000.

12.7 Service

The service of a principal with an employer shall be deemed continuous notwithstanding the service has been interrupted by reason of the principal taking approved leave without pay (including unpaid leave in accordance with clause 11, Parental Leave), but the period during which the service is so interrupted shall not be taken into account in calculating the period of service.

12.8 Payment in Lieu of Long Service Leave

- (a) Where a principal takes long service leave for an entire school term, the principal and the employer may agree that, in addition to the long service leave, the principal be paid an amount in lieu

of any additional long service leave accumulated by the principal, prior to the commencement of the long service leave.

- (b) The maximum payment in lieu of long service leave in paragraph (a) of this subclause, which can be made by the employer, is a payment equivalent to 5 weeks' salary in lieu of the long service leave.
- (c) Any payment in paragraph (b) of this subclause will be paid by the employer upon the commencement of the principal's long service leave.
- (d) Where a payment in lieu of long service leave is paid by the employer in accordance with this subclause, a principal's entitlements to long service leave will be reduced by the extent of such payment.

12.9 Long Service Leave and Leave Without Pay

Where a principal takes long service leave for an entire school term and the principal wishes to take the following school term as leave without pay, the employer will ordinarily consent to such arrangement where the principal has had five years continuous service with that employer. However such leave without pay will ordinarily be approved for terms in the same year.

12.10 Long Service Leave in Short Blocks

An employer may permit a principal to take long service leave in short blocks (of less than a full term) provided that:

- (a) professional obligations are taken into account;
- (b) the minimum period of leave is four weeks;
- (c) the leave is not taken during the first term;
- (d) the leave is granted for one period only within a given school year; and
- (e) the period of leave is taken within a single term.

12.11 Long Service Leave in Conjunction with Parental Leave – (This subclause applies to the Diocese of Wagga Wagga only)

- (a) In the Diocese of Wagga Wagga, a teacher with less than five years of continuous service may be granted up to 3 weeks of pro rata long service leave in conjunction with parental leave; provided that if the employment of the teacher is subsequently terminated, and the teacher has insufficient long service leave available for the credited long service leave to be deducted, then payment for the amount of leave outstanding shall be deducted from the remuneration paid to the teacher on termination or the teacher shall be obliged to pay the outstanding amount to the employer.
- (b) The teacher shall only be required to give four weeks' notice of intention to take such leave.

12.12 Long Service Leave Portability

Eligible principals are entitled to portability of long service leave as outlined in Annexure 3 of this Agreement.

13. Other Leave

13.1 Compassionate Leave

- (a) A principal shall, on the death of an immediate family or household member of the principal be entitled to paid leave up to and including the day of the funeral of such relative. Such leave shall not exceed three school days.
- (b) A principal 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) A principal may be required to provide the employer with satisfactory evidence of such death and/ or personal or illness injury.
- (d) Where a principal takes compassionate leave in accordance with paragraph (a) of this subclause an employer, in its absolute discretion, may grant the principal additional leave as leave without pay or leave with pay.
- (e) Where a principal requests leave to attend a funeral for a person not specified in paragraph (a) of this subclause, the employer in its absolute discretion may grant the principal leave as leave without pay or compassionate leave with pay.
- (f) Where an employer grants a principal leave with pay in accordance with paragraphs (b), (d) or (e) of this subclause, such leave will be deducted from the principal's entitlement to sick leave in accordance with clause 9 Sick Leave. The deduction in paragraph (b) shall not affect the principal's entitlement to personal/carer's Leave in accordance with section 96 of the Act.
- (g) Compassionate Leave shall be available to the principal in respect to the death of a person in relation to whom the principal could have utilised personal/carer's Leave in clause 10, provided that for the purpose of compassionate leave, the principal 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 subclause 10.4 of clause 10 personal/carer's leave. In determining such a request the employer will give consideration to the circumstances of the principal and the reasonable operational requirements of the business.

- (i) **Compassionate Entitlement for Casual Principals**
 - (i) Casual principals 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 principal 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 principal shall agree on the period for which the principal will be entitled to not be available to attend work. In the absence of agreement, the principal is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual principal is not entitled to any payment for the period of non-attendance.
 - (iii) An employer must not fail to re-engage a casual principal because the principal accessed the entitlements provided for in this clause. The rights of an employer to engage or not engage a casual principal are otherwise not affected.

13.2 Military Reserve Leave

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

13.3 Examination Study Leave

Any principal who, for the purpose of furthering principal training, enrolls in any course at a recognised higher education institution, shall be granted leave:

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

13.4 Jury Service

- (a) A full-time or part-time principal required to attend for jury service during ordinary working hours shall be provided with paid leave for this purpose. The principal shall be required to reimburse to the employer any monies payable to the principal for such attendance (excluding reimbursement of expenses) which required the principal's absence from school.
- (b) The principal shall notify the employer as soon as possible of the date upon which he or she is required to attend for jury service. The principal shall provide to the employer a copy of the summons to attend jury duty and a record of payments received as proof of attendance.

13.5 Community Service Leave

- (a) The employer will provide a principal with community service leave in accordance with the Act.
- (b) Where the involvement of a principal's (other than a casual principal) in a community service activity has been approved by the employer after consideration of the needs of the school, a principal shall be entitled to paid leave of not more than five days in any school year (unless agreed with the employer) for emergency leave for service to the community. Examples of purposes for which such leave may be granted include to work in the State Emergency Service or Volunteer Fire Brigade.

13.6 Overseas Volunteer Programs

- (a) A full-time or part-time principal shall be entitled to leave without pay to work in a recognised overseas volunteer program in accordance with this subclause. Such leave shall normally be granted for one year but may be granted for up to two years if required by the relevant volunteer program and agreed by the employer.
- (b) A principal is eligible for leave after completion of five years continuous service with the employer. An application for leave shall be accompanied by evidence of approval to work in the scheme and the proposed period of leave.
- (c) Such leave without pay shall not count as service with the employer for the purpose of long service leave.

13.7 Wilcannia Forbes

Full-time permanent principals who are employed in communities north of the Barrier Highway and on the Darling River (Brewarrina, Bourke and Wilcannia) may apply to the Director of Schools for an additional two days paid leave per year (not being compassionate, sick or family leave).

14. Termination

14.1 Period of Notice

The employment of any principal shall not be terminated without at least ten school term weeks notice on either side, or the payment of, or forfeiture of, ten weeks' salary in lieu of notice. Provided that such ten weeks' notice shall expire within the school term during which it is given and shall expire either:

- (a) at the end of the said school term; or
- (b) at least two weeks before the end of the said school term.

14.2 Summary Dismissal

The foregoing shall not affect the right of the employer to dismiss summarily any principal for incompetence, misrepresentation, neglect of duty or other misconduct.

14.3 Payment on Termination

A full-time principal shall be entitled on termination of employment to a payment calculated in accordance with this clause which will apply:

- (a) in lieu of the corresponding provisions of the Act, and
- (b) notwithstanding any other provisions in this Agreement.

14.4 Calculation of Payments

A payment made pursuant to this clause shall be calculated in accordance with the following formula:

$$\text{Step 1 } \frac{A \times B}{C} = D$$

$$\text{Step 2 } D - E = F$$

$$\text{Step 3 } \frac{F \times G}{2} = H$$

Where:

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

14.5 Statement of Service

Refer to subclause 5.6 of clause 5 Terms of Engagement.

15. Superannuation

15.1 Definitions

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

- (a) “Basic Earnings” shall mean:
 - (i) the minimum annual rate of salary prescribed from time to time for the principal by subclause 6.1; and
 - (ii) the amount of any payment made by the principal pursuant to clause 7, Annual Adjustment of Salary, or clause 14, Termination.
- (b) “Fund” means:
 - (i) NGS Super; and
 - (ii) the Australian Catholic Superannuation and Retirement Fund (ACSRF); and
 - (iii) any other superannuation fund approved in accordance with the Commonwealth’s operational standards for occupational superannuation funds which the principal is eligible to join and which is approved by the employer as a fund into which a principal of that employer may elect to have the employer pay contributions made pursuant to this Agreement in respect of that principal.

15.2 Benefits

- (a) Each employer shall, in respect of each principal employed by the employer, and subject to the provisions of subclause 15.4, pay superannuation contributions into the Fund nominated by the principal at the rate of 9 per cent of the principal’s basic earnings.
- (b) The percentage rate in paragraph 15.2(a) reflects, and shall increase to reflect any future increases to, the “Charge Percentage” as set out in section 19 of the *Superannuation Guarantee (Administration) Act 1992* (Cth) (“SGAA”). Any such future increases to the percentage rate in paragraph 15.2(a) shall take effect at the date of commencement of any such increase to the charge percentage.
- (c) Where a new principal commences in employment, the employer shall advise the principal in writing of the principal’s entitlements under this Agreement and of the available funds within 2 weeks of the date of commencement of employment. The principal shall advise the employer in writing of their choice of Fund (as defined in paragraph 15.1(b)). If the principal does not nominate a Fund, the employer may nominate a default Fund. NGS Super shall be made available by the employer to each principal.

- (d) Where an employer approves a Fund other than NGS Super, as one to which the employer will pay contributions in respect of its employees or a class or classes of such employees, 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 80 cents per page of such copies.
- (e) An employer shall make contributions pursuant to this clause in respect of:
 - (i) casual principals who earn in excess of \$2,820 during their employment with the 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" for the purposes of this clause); and
 - (ii) Qualified Employees in each ensuing year of employment with the 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 not later than the time of issue to the principal of his or her annual PAYG certificate.

15.3 Transfers between Funds

If a principal is eligible to belong to more than one Fund, the principal shall be entitled to notify the employer that the principal wishes the employer to pay contributions in respect of the principal to a new Fund, but shall not be entitled to do so within 3 years after the last notification made by the employee pursuant to paragraph (c) of subclause 15.2 or within 3 years after the last notification made by the principal pursuant to this subclause 15.3. 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 principal's application to join the other Fund; and
- (b) that the principal has notified the trustees of the principal's former Fund that the principal no longer wishes the contributions which are paid on the principal's behalf to be paid to that Fund.

15.4 Exceptions

An employer shall not be required to make contributions pursuant to this Agreement in respect of a principal who:

- (a) is absent from his or her employment without pay, for such period of absence without pay; or

- (b) subject to the provisions of paragraph 15.2(e), earns less than \$450 salary per month; or
- (c) is aged 75 years or older; or
- (d) is aged between 70 to 74 years of age and has been employed for less than 40 hours in a 30 day period, during term time, within the financial year during which the contributions would otherwise be made; or
- (e) is otherwise referred to in section 27 of the SGAA.

16. Consultation and Redundancy

16.1 Application of this Clause

- (a) This clause shall apply in respect of full-time and part-time Principal employed in the classifications specified by this Agreement.
- (b) Subclauses 16.4 and 16.5 shall only apply to employers who employ 15 or more employees immediately prior to the termination of employment of employees.
- (c) Notwithstanding anything contained elsewhere in this Agreement, the provisions of this clause shall not apply to employees with less than one year's continuous service and the general obligation on employers shall be no more than to give such employees an indication of the impending redundancy at the first reasonable opportunity, and to take such steps as may be reasonable to facilitate the obtaining by the employees of suitable alternative employment.
- (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.

16.2 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.

16.3 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 subclause (a) of this clause 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.

16.4

(a) **Notice for Change in Production, Program, Organisation or Structure**

This paragraph 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 subclause 16.2.

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

<u>Period of continuous service</u>	<u>Period of Notice</u>
Less than 1 year	1 week
1 year and less than 3 years	2 weeks
3 years and less than 5 years	3 weeks
5 years and over	4 weeks

- (ii) 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.
- (iii) 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.

(b) **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 16.2 of clause 16 Consultation and Redundancy.

- (i) In order to terminate the employment of an employee the employer shall give to the employee 3 months notice of termination.
- (ii) 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.
- (iii) The period of notice required by this sub clause to be given shall be deemed to be service with the employer for the purposes of the *Long Service Leave Act 1955*, the Act, or any act amending or replacing either of these Acts.

(c) Time off during the notice period

- (i) 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.
- (ii) 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.
- (iii) employer shall give to the employee 3 months notice of termination.
- (iv) 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.
- (v) The period of notice required by this sub clause to be given shall be deemed to be service with the employer for the purposes of the *Long Service Leave Act 1955 (NSW)*, the Act, or any act amending or replacing either of these acts

(d) 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.

(e) 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.

(f) **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.

(g) **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.

(h) **Transfer to lower paid duties**

Where an employee is transferred to lower paid duties for reasons set out in subclause 16.2, 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.

16.5 Severance Pay

(a) Where an employee is to be terminated pursuant to subclause 16.4, subject to further order of the Fair Work Commission, 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:

<u>Years of Service</u>	<u>Under 45 Years of Age Entitlement</u>
Less than 1 year	Nil
1 year and less than 2 years	4 weeks
2 years and less than 3 years	7 weeks
3 years and less than 4 years	10 weeks
4 years and less than 5 years	12 weeks
5 years and less than 6 years	14 weeks
6 years and over	16 weeks

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

<u>Years of Service</u>	<u>45</u>	<u>Years of Age and</u>	<u>Over</u>	<u>Entitlement</u>
Less than 1 year		Nil		
1 year and less than 2 years		5 weeks		
2 years and less than 3 years		8.75 weeks		
3 years and less than 4 years		12.5 weeks		
4 years and less than 5 years		15 weeks		
5 years and less than 6 years		17.5 weeks		
6 years and over		20 weeks		

- (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 award payments, shift penalties and allowances provided for in the relevant award.

(b) **Incapacity to Pay**

Subject to an application by the employer and further order of the Fair Work Commission, an employer may pay a lesser amount (or no amount) of severance pay than that contained in paragraph 16.5 (a).

The Fair Work Commission shall have regard to such financial and other resources of the employer concerned as the Fair Work Commission thinks relevant, and the probable effect paying the amount of severance pay in paragraph 16.5(a) above will have on the employer.

(c) **Alternative Employment**

Subject to an application by the employer and further order of the Fair Work Commission than that contained in paragraph 16.5 (a) if the employer obtains acceptable alternative employment for an employee.

17. Fair Procedures for Investigating Allegations of Reportable Conduct and Exempt Allegations Pursuant to the Ombudsman Act 1974

17.1 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* (NSW) 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* (NSW).

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

17.2 Natural Justice to Principals in dealing with reportable allegations and exempt allegations

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

- (i) an opportunity to respond to the reportable allegation or exempt allegation; and
 - (ii) sufficient information to enable them to respond to the matters alleged against him/her. He or she must be given full details unless the Police or other government agency involved in the investigation of the matters alleged against the principal, have otherwise directed the employer not to do so.
- (b) Where an interview is required, the principal shall be advised in advance of the general purpose of any interview relevant to the reportable allegation or exempt allegation the names and positions of persons who will be attending the interview; and the right to be accompanied by a person of the principal's choice (a witness). The principal shall be given sufficient notice of the proposed meeting time to allow such witness to attend. Such witness may be a Union representative.

17.3 Access to files

- (a) Such principal is to be informed by his or her employer of the location of any files that the employer holds relating to the principal, concerning a reportable allegation or an exempt allegation made against the principal.
- (b) The principal 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;
- (i) compromise or put at risk the welfare or safety of a child who is the alleged victim or subject of the reportable allegation or exempt allegation, or
 - (ii) contravene any statutory provision, or guideline or policy directive of a government authority or agency, in relation to the reporting or investigation, including police criminal investigation, of any reportable allegation or exempt allegations, or
 - (iii) prevent the employer from conducting or completing the investigation or reporting of the details of a reportable allegation or an exempt allegation against a principal, in compliance with any statutory deadline.

17.4 Additional Documentation from Principal

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

17.5 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 principal.

18. Dispute Procedures

- 18.1** 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 principal or principals 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 principal or principals concerned and more senior level of management as appropriate.
- 18.2** If a dispute is unable to be resolved at the workplace, and all appropriate steps under subclause 18.1 have been taken, a party to the dispute may refer the dispute to the Fair Work Commission.
- 18.3** The parties may agree on the process to be utilised by the Fair Work Commission including mediation, conciliation and arbitration.
- 18.4** Where the matter in dispute remains unresolved, the Fair Work Commission may exercise any method of dispute resolution permitted by the Act that it considers appropriate to ensure the settlement of the dispute.
- 18.5** An employer or principal may appoint another person, organisation or association to accompany and/or represent them for the purpose of this clause.
- 18.6** While the dispute resolution procedure is being conducted, work must continue in accordance with this agreement and the Act. Subject to applicable work health and safety legislation, as principal must not unreasonably fail to comply with a direction by the employer to perform work, whether at the same or another workplace that is safe and appropriate for the principal to perform.

19. No Extra Claims

- 19.1** Prior to 31 December 2013 there shall be no further claims by the parties for changes to salaries, rates of pay, allowances or conditions of employment in relation to matters expressly contained in this Agreement.
- 19.2** 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 the Fair Work Commission handed prior to 31 December 2011 and no claim can be made for such increases.

20. Individual Flexibility Arrangements

20.1 An individual employer and an individual principal covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of this Agreement if:

- (a) the agreement deals with 1 or more of the following matters:
 - (i) arrangements about when work is performed;
 - (ii) leave loading; and
- (b) the arrangement meets the genuine needs of the employer and principal 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 principal.

20.2 The employer must ensure that the terms of the individual flexibility arrangement:

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

20.3 The employer must ensure that the individual flexibility arrangement:

- (a) is in writing; and
- (b) includes the name of the employer and principal; and
- (c) includes details of:
 - (i) the terms of this Agreement that will be varied by the arrangement; and
 - (ii) how the arrangement will vary the effect of the terms; and
 - (iii) how the principal will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
- (d) states the day on which the arrangement commences.

20.4 The employer must give the principal a copy of the individual flexibility arrangement within 14 days after it is agreed to.

20.5 The employer or principal 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 principal agree in writing – at any time.

Signatures to this 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 – Annual and Fortnightly Salaries

Enrolment date previous year's census date	Gross Salary per annum from the first full pay period on or after 1 January 2012 \$ (2.5%)	Gross salary per fortnight from the first full pay period on or after 1 January 2012 \$ (2.5%)	Gross Salary per annum from the first full pay period on or after 1 January 2013 \$ (2.5%)	Gross salary per fortnight from the first full pay period on or after 1 January 2013 \$ (2.5%)
PRIMARY				
0-100*	117,091	4,491.16	120,018	4,603.43
101-250	124,935	4,792.03	128,058	4,911.81
251-400	129,349	4,961.33	132,583	5,085.38
401-600	135,079	5,181.11	138,456	5,310.64
601-800	140,252	5,379.53	143,758	5,514.01
801+	147,963	5,675.29	151,662	5,817.17
SECONDARY				
1-300	135,396	5,193.27	138,781	5,323.11
301-600	143,637	5,509.36	147,228	5,647.10
601-900	151,532	5,812.19	155,320	5,957.48
901-1200	155,557	5,966.57	159,446	6,115.74
1201+	162,046	6,215.46	166,097	6,370.84
CENTRAL				
1-300	133,478	5,119.70	136,815	5,247.7
301-600	141,601	5,431.27	145,141	5,567.05
601-900	149,384	5,729.80	153,119	5,873.06
901-1200	153,354	5,882.07	157,188	6,029.13
1201+	159,750	6,127.40	163,744	6,280.59

Note: * This enrolment band applies in the Dioceses of Bathurst, Lismore and Wilcannia Forbes only; in the case of principals employed in schools within enrolment below 100 in the Diocese of Wagga Wagga see Table 1A below.

Table 1A – Annual and Fortnightly Salaries - Principals of Small Primary Schools, Diocese of Wagga Wagga

Enrolment	Gross Salary per annum from the first full pay period on or after 1 January 2012 \$ (2.5%)	Gross Salary per fortnight from the first full pay period on or after 1 January 2012 \$ (2.5%)	Gross Salary per annum from the first full pay period on or after 1 January 2013 \$ (2.5%)	Gross Salary per fortnight from the first full pay period on or after 1 January 2013 \$ (2.5%)
0-50	114,259	4,382.54	117,115	4,492.08
51-100	118,830	4,557.86	121,801	4,671.82

Table 2 – Other Rates of Pay and Allowances

Clause	Description	Allowance from the first full pay period on or after 1 January 2012	Allowance from the first full pay period on or after 1 January 2013
6.3	Own Car Allowance	60 cents per kilometre	60 cents per kilometre

ANNEXURE 1 – DIOCESE OF LISMORE

The provisions of this Annexure shall apply and relate only to the Diocese of Lismore

CONTENTS

1. **Philosophical Statement**
2. **Travelling Expenses**
3. **Study Leave**
4. **Flexibility in School Day**

1. **Philosophical Statement**

The central tenet of Diocesan practice is the recognition of the importance of the Parish. Local faith communities generally mediate the Church to most people.

Therefore Diocesan Policy encourages Parish ownership of and responsibility for pastoral endeavours. This especially applies to the schools of the Diocese. The role of the Diocesan Education Board and the Director of Catholic Schools is to enable and support the local school in achieving its objectives in partnership with Parish authorities, in particular the clergy.

The Lismore Diocesan Schools System is unique in New South Wales and probably throughout Australia in its emphasis on the principle of subsidiarity and the decentralisation of decision making.

2. **Travelling Expenses**

Where the use of an employee's own vehicle is required in connection with employment, other than for journeys between home and place of employment, the principal shall be paid an allowance of 44c per kilometre.

3. **Study Leave**

In the Diocese of Lismore the following Clause will apply in addition to the provisions of Clause 13.3 of this Agreement.

A Principal who is undertaking a course of study relevant to the teaching profession shall be entitled to three days paid leave per year to attend compulsory residential schools associated with the course. The teacher must make application supported by documentation to the Principal.

4. **Flexibility in School Day**

- 4.1 The parties are committed to the principle of flexibility in the timing and length of the school day to meet changing curriculum requirements and student needs.
- 4.2 A process of consultation and communication with teachers, parents and students should be carried out before change is introduced.

ANNEXURE 2 - Portability of Sick Leave

PORTABILITY OF SICK LEAVE

Part A to be completed by Principal:

Name of principal:

Name of former Catholic Employer:

I, _____ was formerly employed by _____
(Name of principal) (Name of former Catholic Employer)

as a teacher/principal from _____ to _____
(Date) (Date)

I commenced as a teacher/principal with the Former Catholic Employer on _____
(Date)

Signature of principal Date

Part B to be completed by former Catholic Employer:

_____ was employed by the employer as a principal
(Name of principal)

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.:

Last year of employment	Sick Days
Year 2 accumulation	Sick Days
Year 3 accumulation	Sick Days
Year 4 accumulation	Sick Days
Year 5 accumulation	Sick Days
Year 6 accumulation	Sick Days

Signature of Employer

Date

Catholic Independent Schools who participate in the Portability of Sick Leave

The following Catholic Independent Schools participate in this scheme: Brigidine College; St Ives, Chevalier College, Bowral; Christian Brothers High School, Lewisham; Edmund Rice College, Wollongong; Holy Saviour School, Greenacre; Mater Dei, Camden; Mount St Benedict College, Pennant Hills;; Oakhill College, Castle Hill; Our Lady of Mercy College, Parramatta; Red Bend Catholic College, Forbes; Rosebank College, Five Dock; Santa Sabina College, Strathfield; St Dominic's College, Penrith; St Edmund's School, Wahroonga; St Edward's College, East Gosford; St Gabriel's School, Castle Hill; St Gregory's College, Campbelltown; St Joseph's College, Hunters Hill; St Lucy's School, Wahroonga; St Mary Star of the Sea College, Wollongong; St Patrick's College, Campbelltown; St Patrick's College, Strathfield; St Paul's International College, Moss Vale; St Pius X College, Chatswood; St Scholastica's College, Glebe; St Vincent's College, Potts Point; The John Berne School, Lewisham; Trinity Catholic College, Lismore and Waverley College, Waverley.

ANNEXURE 3 – 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 associated federal Union and the New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union.

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 subclause 4.2, where the Former Employer has a different rate of accumulation of long service leave to the New Employer, the following will occur:
- 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 subclause 5.4.4 of this Annexure, the value of the monetary entitlement as specified in subclause 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

The Catholic Diocesan System Authority of:	
The Diocese of Armidale	The Diocese of Parramatta
The Diocese of Bathurst	The Archdiocese of Sydney
The Diocese of Broken Bay	The Diocese of Wagga Wagga
The Archdiocese of Canberra/Goulburn	The Diocese of Wilcannia/Forbes
The Diocese of Lismore	The Diocese of Wollongong
The Diocese of Maitland/Newcastle	
CATHOLIC INDEPENDENT SCHOOLS	
Boys' Town, Engadine	
Brigidine College, St Ives	St Dominic's College, Penrith
Chevalier College, Bowral	St Edward's College, Gosford
Christian Brothers High School, Lewisham	St Edmund's College Canberra
Daramalan College, Dickson, ACT	St Edmund's School, Wairoonga
Edmund Rice College, Wollongong	St Gabriel's School, Castle Hill
Holy Saviour School, Greenacre	St Gregory's College, Campbelltown
Kincoppal-Rose Bay School of the Sacred Heart	St. Joseph's College, Hunters Hill
Marist College, Canberra	St. Lucy's School, Wairoonga
Mater Dei School, Camden	St Maroun's School, Dulwich Hill
Monte Sant' Angelo Mercy College, North Sydney	St Mary Star of the Sea College, Wollongong
Mount St. Benedict College, Pennant Hills	St Paul's International College, Moss Vale
	St Patrick's College, Strathfield
Oakhill College, Castle Hill	St Patrick's College, Campbelltown
Our Lady of Lebanon College, Harris Park	St Pius X College, Chatswood
Our Lady of Mercy College, Parramatta	St Scholastica's College, Glebe Point
Red Bend Catholic College, Forbes	St Stanislaus' College, Bathurst
Rosebank College, Five Dock	St Vincent's College, Potts Point
Santa Sabina College, Strathfield	The John Berne School, Petersham
Stella Maris College, Manly	Trinity Catholic College, Lismore
St Augustine's College, Brookvale	Waverley College, Waverley
St Charbel's College, Punchbowl	

7. One Year Qualifying Period

The Catholic Diocesan System Authority of:	
The Diocese of Armidale	The Diocese of Parramatta
The Diocese of Bathurst	The Archdiocese of Sydney
The Diocese of Broken Bay	The Diocese of Wagga Wagga
The Archdiocese of Canberra/Goulburn	The Diocese of Wilcannia/Forbes
The Diocese of Lismore	The Diocese of Wollongong
The Diocese of Maitland	
CATHOLIC INDEPENDENT SCHOOLS	
Boys' Town, Engadine*	St Dominic's College, Penrith
Brigidine College, St Ives	St Edward's College, Gosford
Chevalier College, Bowral	St Edmund's College, Canberra
Christian Brothers High School, Lewisham	St Edmund's School, Wahrenonga
Daramalan College, Dickson, ACT	St Gabriel's School, Castle Hill
Edmund Rice College, Wollongong	St Gregory's College, Campbelltown
Holy Saviour School, Greenacre	St Joseph's College, Hunters Hill
Kincoppal-Rose Bay School of the Sacred Heart	St Lucy's School, Wahrenonga
Marist College, Canberra	St Mary Star of the Sea College, Wollongong
Mater Dei School, Camden	St Maroun's School, Dulwich Hill
Mount St. Benedict College, Pennant Hills	St Paul's International College, Moss Vale
	St. Patrick's College, Strathfield
Oakhill College, Castle Hill	St Patrick's College, Campbelltown
Our Lady of Lebanon College, Harris Park	St Pius X College, Chatswood
Our Lady of Mercy College, Parramatta	St Scholastica's College, Glebe Point
Rosebank College, Five Dock	St Stanislaus' College, Bathurst
Santa Sabina College, Strathfield	St Vincent's College, Potts Point
Stella Maris College, Manly	The John Berne School, Petersham
St Augustine's College, Brookvale	Trinity Catholic College, Lismore
St Charbel's College, Punchbowl	Waverley College, Waverley

* 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 subclause 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.