

# TOWNSVILLE CATHOLIC EDUCATION PRINCIPALS' AGREEMENT 2016-2020

## ARRANGEMENT OF AGREEMENT

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## **1 PRELIMINARY**

### **1.1 Title**

This Agreement shall be known as the Townsville Catholic Education Principals' Agreement 2016-2020.

### **1.2 Definitions**

- 1.2.1 The term "Executive Director" shall include the person holding office for the time being in the Diocese of Townsville as Executive Director of Catholic Education and his/her successor from time to time, who is delegated to act for and on behalf of The Roman Catholic Trust Corporation for the Diocese of Townsville. The term "Executive Director" shall also include any other person acting in the position during any period of temporary absence of the nominal occupant.
- 1.2.2 The term "school" shall mean a school that is ultimately owned by The Roman Catholic Trust Corporation for the Diocese of Townsville and includes both primary and secondary parish schools and Diocesan colleges.
- 1.2.3 The term "Union" will mean the Independent Education Union of Australia – Queensland and Northern Territory Branch.
- 1.2.4 "Immediate family" is defined in Section 12 of the *Fair Work Act 2009*.

### **1.3 Application of the Agreement**

This Agreement shall apply to those Principals who are employed in schools under the control of the Employing Authority, but shall not apply to such persons who are in Holy Orders or who are members of a recognised Religious Order.

### **1.4 Operation of the Agreement**

- 1.4.1 This Agreement shall operate from seven (7) days after approval from the Fair Work Commission.
- 1.4.2 This Agreement shall remain in force until 30 June 2020 and continue in force until replaced or terminated in accordance with the provisions of the *Fair Work Act 2009*.
- 1.4.3 Where this Agreement specifies an earlier operative date in relation to a particular provision, then that provision shall operate from that date for all applicable employees employed at that earlier date.

### **1.5 No further Claims**

- 1.5.1 There shall be no further wage increases during the life of this agreement other than those provided for in this Agreement.

The Agreement constitutes a closed Agreement in settlement of the matters contained herein for the duration of the Agreement. The parties agree that, with the exception of the matters contained in clause 1.5.2, there will be no further claims in regard to the matters set out herein during the life of the Agreement.

This Agreement may be varied in circumstances where all of the parties genuinely agree that a variation is necessary. Where agreement is reached then this Agreement shall be varied in accordance with the provisions of the *Fair Work Act (2009)*. Any agreed variation to this Agreement will be subject to the same consultation and approval processes as used for this Agreement.

### 1.5.2 Wage Relativities

Once the outcome of the Teacher Classification Joint Working Party (provided by clause 7.19 of the Catholic Employing Authorities Single Enterprise Collective Agreement – Diocesan Schools of Queensland 2015-2019) is known, consultation and negotiation will occur in relation to the relativity between the rates for principals and those provided for other classifications.

The parties will enter into an exchange of letters regarding the consultation, negotiation and implementation of agreed outcomes from the process referred to within this clause.

## 1.6 Access to the award and the National Employment Standards

The employer will ensure that a copy of this Agreement, and the NES, are readily accessible to all employees.

## 1.7 Consultation

- 1.7.1 The parties to this Agreement are committed to ongoing and positive co-operation to maintain and improve the quality of the provision of Catholic Education for students in the Catholic Education enterprise covered by this Agreement. Further, the parties are committed to the enhancement of career opportunities and job security of Principals in Catholic Education.
- 1.7.2 Matters raised by the parties for consideration consistent with the objectives of the preceding subclause shall be processed through a consultative mechanism and procedure.
- 1.7.3
  - (a) Prior to implementing any significant change in work practices which will impact on the work of Principals the employer will consult with Principals affected by such changes.
  - (b) The consultations referred to in paragraph (a) will occur in a manner which allows Principals a genuine opportunity to consider and comment on the proposed changes.
  - (c) Notwithstanding the consultative procedures outlined above, and notwithstanding any lack of agreement by Principals, the employer will retain the right to determine the introduction of such changes.
- 1.7.4
  - (a) The employer will ensure that, at least once per year, a formal mechanism is provided to Principals to consider issues arising out of the implementation of the terms of this Agreement.
  - (b) Such considerations may take place through an existing committee or through an occasion where all Principals attend an employer initiated meeting.
  - (c) Principals may seek advice from the IEUA-QNT in relation to the implementation of this Agreement.

## 1.8 Consultation regarding major workplace change

- 1.8.1 The parties to this Agreement are committed to ongoing and positive co-operation to maintain and improve the quality of the provision of Catholic education for students in the Catholic education enterprise covered by this Agreement. Further, the parties are committed to the enhancement of career opportunities and job security of Principals in Catholic Education.
- 1.8.2 Where an employer has made a definite decision to introduce major changes in production, program, organisation, structure and/or to introduce new technology that is likely to have

significant effects on principals, the employer will notify the principals who may be affected by the proposed changes and their representative or representatives, if any.

- 1.8.3 “Significant effects” include termination of employment; major changes in the composition, operation or size of the employer’s 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 principals to other work or locations; and the restructuring of jobs. Provided that where this Agreement makes provision for alteration of any of these matters an alteration is deemed not to have significant effect.
- 1.8.4 The employer will discuss with the principals affected and their representatives, if any, the introduction of the changes referred to in clause 1.8.1, the effects the changes are likely to have on principals and measures to avert or mitigate the adverse effects of such changes on principals and will give prompt consideration to matters raised by the principals and/or their representatives in relation to the changes.
- 1.8.5 The discussions must commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in clause 1.8.1.
- 1.8.6 Where an “in principle” decision is made by the employing authority to contract out work currently being done by a principal(s), that decision will be deemed to a major change as encompassed by this clause (Clause 1.8). In such circumstances the employer will consult with the affected principal(s) and the relevant union(s) before a decision on this matter is finalised.
- 1.8.7 Such consultation need not occur where contracting out is for circumstances such as temporary increased workflow or staff on leave and does not result in a school principal(s) being disadvantaged.

#### Change to Regular Roster or Ordinary Hours of Work

- 1.8.8 If the employer proposes to introduce a change to the regular roster or ordinary hours of work of principals:
  - (a) the employer must notify the relevant principals of the proposed change; and
  - (b) clauses 1.8.9 to 1.8.13 apply.
- 1.8.9 The relevant principals may appoint a representative for the purposes of the procedures in this clause.
- 1.8.10 If:
  - (a) a relevant principal appoints, or relevant principals appoint, a representative for the purposes of consultation; and
  - (b) the principal or principals advise the employer of the identity of the representative; the employer must recognise the representative.
- 1.8.11 As soon as practicable after proposing to introduce the change, the employer must:
  - (a) discuss with the relevant principals the introduction of the change; and
  - (b) for the purposes of the discussion—provide to the relevant principals:

- (i) all relevant information about the change, including the nature of the change; and
  - (ii) information about what the employer reasonably believes will be the effects of the change on the principals; and
  - (iii) information about any other matters that the employer reasonably believes are likely to affect the principals; and
- (c) invite the relevant principals to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

1.8.12 However, the employer is not required to disclose confidential or commercially sensitive information to the relevant principals.

1.8.13 The employer must give prompt and genuine consideration to matters raised about the change by the relevant principals.

1.8.14 In this clause: *relevant* principals means the principals who may be affected by a change referred to in clauses 1.8.1 to 1.8.13.

## **1.9 Retention of Existing Fair Minded Practices**

1.9.1 The following statements of principles, rights and responsibilities are affirmed. The statements reflect some of the elements of Church social teaching and are sourced from *Church in the Workplace (QCEC, 2006)*. The list is not exhaustive.

- (a) Employment in a Catholic school is a ministry of service to promote the development of community through quality teaching, sound administration and effective support services.
- (b) The holistic development of students is the fundamental focus within Catholic schools.
- (c) Respect for human dignity requires that working conditions be such as to protect the health and well-being of workers and to recognise their obligations to their family and the wider community.
- (d) Employees accept the responsibility to fulfil their role with integrity and professional competence.
- (e) Employees have the fundamental freedom and right to choose to become a member of a union and to choose to be represented by that union to protect their legitimate interests and concerns.
- (f) Negotiations between employers and employees and their representatives should be transparent and accountable to the respective parties and the wider community and be conducted in a spirit of respect and with fidelity to the values of justice and reconciliation.
- (g) Employees have the right to collectively bargain.
- (h) Employees have the right to reject an AWA.
- (i) Employees have a right to participate in significant workplace consultation on matters relating to their employment. They have the responsibility to work cooperatively with each other and their employers for the wellbeing of the students.
- (j) Employees have the right to have reasonable access to union officers in the workplace.
- (k) Employees have the right to access an independent third party, to resolve any matters of dispute relating to their employment.
- (l) Employees and employers have the right to take lawful, reasonable and responsible industrial action in support of their negotiations relating to their employment.

## **1.10 Procedures for Preventing and Settling Disputes**

The matters to be dealt with in this procedure shall include all grievances or disputes between an employee and an employer in respect to any industrial matter and all other matters that the parties agree on and are specified herein. Such procedures shall apply to a single employee or to any number of employees.

- 1.10.1 In the event of an employee having a grievance or dispute the Principal shall in the first instance attempt to resolve the matter with the relevant Senior Education Officer, who shall respond to such request as soon as reasonably practicable under the circumstances. Where the dispute concerns alleged actions of the immediate supervisor the employee/s may bypass this level in the procedure.
- 1.10.2 An employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this clause.
- 1.10.3 If the grievance or dispute is not resolved under clause 1.10.1, the employee or the employee's representative may refer the matter to the next higher level of management for discussion. Such discussion should, if possible, take place within 24 hours after the request by the employee or the employee's representative.
- 1.10.4 If the grievance involves allegations of unlawful discrimination by a supervisor the employee may commence the grievance resolution process by reporting the allegations to the next level of management beyond that of the supervisor concerned. If there is no level of management beyond that involved in the allegation the employee may proceed directly to the process outlined at clause 1.10.6.
- 1.10.5 If the grievance or dispute is still unresolved after discussions mentioned in clause 1.10.3, the matter shall, in the case of a member of the Union, be reported to the relevant officer of the Union and the senior management of the employer or the employer's nominated industrial representative. An employee who is not a member of the Union may report the grievance or dispute to senior management or the nominated industrial representative. This should occur as soon as it is evident that discussions under clause 1.10.3 will not result in resolution of the dispute.
- 1.10.6 If, after discussion between the parties, or their nominees mentioned in clause 1.10.5, the dispute remains unresolved after the parties have genuinely attempted to achieve a settlement thereof, then notification of the existence of the dispute is to be given to the Fair Work Commission.
- 1.10.7 The Fair Work Commission may deal with the dispute in 2 stages:
  - (a) The Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
  - (b) If the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then arbitrate the dispute; and make a determination that is binding on the parties.

(Note: If the Fair Work Commission arbitrates the dispute, it may also use the powers that are available to it under the Act.)

A decision that the Fair Work Commission makes when arbitrating a dispute is a decision for the purpose of Div 3 of Part 5.1 of the Act. Therefore, an appeal may be made against the decision.

- 1.10.8 Whilst all of the above procedure is being followed, normal work shall continue except in the case of a genuine safety issue.
- 1.10.9 The *status quo* existing before the emergence of the grievance or dispute is to continue whilst the above procedure is being followed.
- 1.10.10 All parties to the dispute shall give due consideration to matters raised or any suggestion or recommendation made by the Fair Work Commission with a view to the prompt settlement of the dispute.

1.10.11 Discussions at any stage of the procedure shall not be unreasonably delayed by any party, subject to acceptance that some matters may be of such complexity or importance that it may take a reasonable period of time for the appropriate response to be made. If genuine discussions are unreasonably delayed or hindered, it shall be open to any party to give notification of the dispute in accordance with the provisions of the Act.

1.10.12 So as to remove doubt, the parties record that the reference to disputes or grievances in respect to any industrial matter includes disputes or grievances in relation to whether the employer had reasonable business grounds for refusing a request under the National Employment Standards for flexible working arrangements or an application to extend unpaid parental leave.

### **1.11 Agreement flexibility**

1.11.1 Notwithstanding any other provision of this agreement, an employer and an individual employee may agree to vary the application of certain terms of this agreement to meet the genuine individual needs of the employer and the individual employee. The terms the employer and the individual employee may agree to vary the application of are those concerning:

- (a) arrangements for when work is performed;
- (b) allowances;
- (c) leave loading;
- (d) overtime rates; and
- (e) penalty rates.

1.11.2 The employer and the individual employee must have genuinely made the agreement without coercion or duress.

1.11.3 The agreement between the employer and the individual employee must:

- (a) be confined to a variation in the application of one or more of the terms listed in clause 1.11.1; and
- (b) result in the employee being better off overall than the employee would have been if no individual flexibility agreement had been agreed to.

1.11.4 The agreement between the employer and the individual employee must also:

- (a) be in writing, name the parties to the agreement and be signed by the employer and the individual employee and, if the employee is under 18 years of age, the employee's parent or guardian;
- (b) state each term of this agreement that the employer and the individual employee have agreed to vary;
- (c) detail how the application of each term has been varied by agreement between the employer and the individual employee;
- (d) detail how the agreement results in the individual employee being better off overall in relation to the individual employee's terms and conditions of employment; and
- (e) state the date the agreement commences to operate.

1.11.5 The employer must give the individual employee a copy of the agreement and keep the agreement as a time and wages record.

1.11.6 Except as provided in clause 1.11.4(a) the agreement must not require the approval or consent of a person other than the employer and the individual employee.

1.11.7 Where an employee or an employer seeks to enter into an agreement as provided by this clause, the initiating party must provide a written proposal. Where the employer initiates the proposal and where the employee's understanding of written English is limited, the employer must take



measures, including translation into an appropriate language and the opportunity to seek advice and assistance, to ensure the employee understands the proposal.

1.11.8 The agreement may be terminated:

- (a) by the employer or the individual employee giving four weeks' notice of termination, in writing, to the other party and the agreement ceasing to operate at the end of the notice period; or
- (b) at any time, by written agreement between the employer and the individual employee.

1.11.9 The right to make an agreement pursuant to this clause is in addition to, and is not intended to otherwise affect, any provision for an agreement between an employer and an individual employee contained in any other term of this agreement.

## **2 TERMS AND CONDITIONS OF EMPLOYMENT**

### **2.1 Contract of Employment**

2.1.1 Each person who accepts an appointment as Principal must be registered under the provisions of the Education (Queensland College of Teachers) Act 2005 as amended from time to time and all regulations made thereunder and shall upon request produce to the Executive Director written evidence of current registration.

2.1.2 Each person who accepts an appointment as Principal shall be appointed for an initial period of four (4) years. The Principal may, not later than three (3) months before the expiration of the initial period of four (4) years, apply to the employing authority for a further four (4) year appointment. Any such extension shall be subject to a satisfactory appraisal, as contained in clause 4.7 of this Agreement and shall be on the terms and conditions agreed between the Employer and the Principal. The Principal may, not later than three (3) months before the expiration of the second period of four (4) years, apply to the employing authority for a further four (4) year appointment. Any such extension shall be subject to a satisfactory appraisal as contained in clause 4.7 of this Agreement and shall be on the terms and conditions agreed between the Employing Authority and the Principal.

2.1.3 At the conclusion of the contractual period of 3 x four (4) year contracts the position may be advertised and the Principal may apply. If a Principal is successful in applying for a position as Principal in the same school for a second term, then the normal contractual period of 3 x four (4) years will apply.

2.1.4 Notwithstanding the provisions contained within 2.1.3 above, the final four (4) year period may be extended at the discretion of the Executive Director.

2.1.5 In the event that an appointee is not reappointed to a position of Principal, and the appointee has faithfully and competently carried out the duties of Principal, such appointee shall be offered continuity of employment as a teacher under the terms and conditions of the applicable Award and any applicable Certified Agreement –and the contract of employment as a Principal shall be at an end.

2.1.6 Notwithstanding the provisions of subclause 2.1.5, an appointee who is not reappointed to a position of Principal and who accepts continuity of employment as a teacher shall have their gross salary calculated as follows:

1 <sup>st</sup> year following expiration of the contract of employment	Salary maintained in \$ terms at previous year's level (Year 0)
2 <sup>nd</sup> year	<p><b>Up to and including 30 June 2017:</b> Experienced 4 rate + 3 times the Experienced Teacher 5 allowance + 75% of the difference between actual \$ salary in Year 0 and Experienced 4 rate + 3 times the Experienced Teacher 5 allowance.</p> <p><b>From 1 July 2017:</b> Experienced 4 rate + 3 times the difference between the Experienced 4 rate and the Experienced 5 rate + 75% of the difference between actual \$ salary in Year 0 and Experienced 4 rate + 3 times the difference between the Experienced 4 rate and the Experienced 5 rate</p>
3 <sup>rd</sup> year	<p><b>Up to and including 30 June 2017:</b> Experienced 4 rate + 3 times the Experienced Teacher 5 allowance + 50% of the difference between actual \$ salary in Year 0 and Experienced 4 rate + 3 times the Experienced Teacher 5 allowance.</p> <p><b>From 1 July 2017:</b> Experienced 4 rate + 3 times the difference between the Experienced 4 rate and the Experienced 5 rate + 50% of the difference between actual \$ salary in Year 0 and Experienced 4 rate + 3 times the difference between the Experienced 4 rate and the Experienced 5 rate.</p>
4 <sup>th</sup> year	<p><b>Up to and including 30 June 2017:</b> Experienced 4 rate + 3 times the Experienced Teacher 5 allowance + 25% of the difference between actual \$ salary in Year 0 and Experienced 4 rate + 3 times the Experienced Teacher 5 allowance.</p> <p><b>From 1 July 2017:</b> Experienced 4 rate + 3 times the difference between the Experienced 4 rate and the Experienced 5 rate + 25% of the difference between actual \$ salary in Year 0 and Experienced 4 rate + 3 times the difference between the Experienced 4 rate and the Experienced 5 rate.</p>
5 <sup>th</sup> year	Experienced 4 rate + 3 times the difference between Experienced 4 rate + Experienced 5 rate.

2.1.7 The salaries described at subclause 2.1.6 shall only apply to an appointee who applies for every appropriate systemic (secondary or primary) Principal vacancy for which the appointee is eligible and qualified and accepts any offer of employment which might be made. For the purpose of this clause, the decision of the Employing Authority as to the vacancies for which an appointee is eligible and qualified shall be final.

2.1.8 Any person who is appointed or is currently employed as a Principal within the Diocese shall serve a minimum of three (3) years at the school of appointment before being eligible to apply for another Principal's position in another school within the Diocese. However, the Executive Director retains the discretion to allow a Principal to apply for such a position within that period.

## **2.2 Termination of employment**

- 2.2.1 Either party will give 3 months' notice of the termination of employment. This period of notice will not apply to any Principal dismissed for gross misconduct.
- 2.2.2 In lieu of the notice period prescribed in clause 2.2.1, salary equivalent to the notice not given may be paid, or withheld from salary due to the Principal, as the case may be.

## **2.3 Redundancy**

### **2.3.1 Consultation before terminations**

- (a) Where an employer decides that the employer no longer wishes the job the employee has been doing to be done by anyone, and this is not due to the ordinary and customary turnover of labour, and that decision may lead to termination of employment, the employer shall consult the employee directly affected and where relevant, their union or unions.
- (b) The consultation shall take place as soon as it is practicable after the employer has made a decision, which will invoke the provisions of clause 2.3.1 (a) and shall cover the reasons for the proposed terminations, measures to avoid or minimise the terminations and/or their adverse effects on the employees concerned.
- (c) For the purpose of the consultation the employer shall, as soon as practicable, provide in writing to the employees concerned and, where relevant, their union or unions, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of employees likely to be affected, the number of workers normally employed and the period over which the terminations are likely to be carried out:

Provided that an employer shall not be required to disclose confidential information, the disclosure of which would be adverse to the employer's interests.

### **2.3.2 Transfer to lower paid duties**

- (a) Where an employee is transferred to lower paid duties for reasons set out in clause 2.3.1 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 under clause 2.2.
- (b) The employer may, at the employer's option, make payment in lieu thereof of an amount equal to the difference between the former amounts the employer would have been liable to pay and the new lower amount the employer is liable to pay the employee for the number of weeks of notice still owing.
- (c) The amounts must be worked out on the basis of:
  - i. The ordinary working hours to be worked by the employee; and
  - ii. The amounts payable to the employee for the hours including for example, allowances, loadings and penalties; and
  - iii. Any other amounts payable under the employee's employment contract.

### **2.3.3 Transmission of business**

- (a) Where a business is transmitted from an employer (transmittor) to another employer (transmittee), and an employee who at the time of such transmission was an employee of the transmittor of the business, becomes an employee of the transmittee:

- (b) i The continuity of the employment of the employee shall be deemed not to have been broken by reason of such transmission; and
- ii The period of employment which the employee has had with the transmittor or any prior transmittor shall be deemed to be service of the employee with the transmittor.
- (c) In clause 2.3.3, “business” includes trade, process, business or occupation and includes a part or subsidiary (which means a corporation that would be taken to be a subsidiary under the Corporations Law, whether or not the Corporations Law applies in the particular case) of any such business and “transmission” includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and “transmitted” has a corresponding meaning.

#### 2.3.4 Time off during notice period

- (a) Where a decision has been made to terminate an employee in the circumstances outlined in clause 2.3.1 (a), the employee shall be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- (b) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee 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. For this purpose a statutory declaration will be sufficient.

#### 2.3.5 Notice to Centrelink

Where a decision has been made to terminate employees in the circumstances outlined in clause 2.3.1, the employer shall notify Centrelink as soon as possible giving all relevant information about the proposed terminations, including a written statement of the reasons for the terminations, the number and categories of the employees likely to be affected, the number of workers normally employed and the period over which the terminations are intended to be carried out.

#### 2.3.6 Severance pay

- (a) In addition to the period of notice prescribed for ordinary termination in clause 2.2, and subject to further order of the Fair Work Commission, an employee whose employment is terminated for reasons set out in clause 2.3.1 (a), shall be entitled to the following amounts of severance pay:

<b>Period of Continuous Service</b>	<b>Severance Pay (weeks' pay)</b>
Less than 1 year	nil
1 year but not more than 2 years	4
More than 2 years but not more than 3 years	6
More than 3 years but not more than 4 years	7
More than 4 years but not more than 5 years	8
More than 5 years but not more than 6 years	10
More than 6 years but not more than 7 years	11
More than 7 years but not more than 8 years	13
More than 8 years but not more than 9 years	14
More than 9 years	16

- (b) “Weeks' Pay” means the ordinary time rate of pay for the employee concerned:  
Provided that the following amounts are excluded from the calculation of the ordinary time rate of pay: overtime, penalty rates, disability allowances, shift allowances, special rates, fares

and travelling time allowances, bonuses and any other ancillary payments.

**2.3.7 Superannuation benefits**

An employer may make an application to the Fair Work Commission for relief from the obligation to make severance payments in circumstances where:

- (a) The employer has contributed to a superannuation scheme which provides a particular benefit to an employee in a redundancy situation; and
- (b) The particular benefit to the employee is over and above any benefit the employee might obtain from any legislative scheme providing for superannuation benefits (currently the federal Superannuation Guarantee levy).

**2.3.8 Employee leaving during notice**

An employee whose employment is terminated for reasons set out in clause 2.3.1 (a), may terminate such employment during the period of notice, and, if so, shall be entitled to the same benefits and payments under this clause had such 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.

**2.3.9 Alternative employment**

An employer, in a particular case, may make application to the Fair Work Commission to have the general severance pay prescription amended if the employer obtains acceptable alternative employment for an employee.

**2.3.10 Employees with less than one year's service**

Clause 2.3 shall not apply to employees with less than one year's continuous service and the general obligation on employers should be no more than to give relevant 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.

**2.3.11 Employees exempted**

Clause 2.3 shall not apply:

- (a) Where employment is terminated as a consequence of misconduct on the part of the employee; or
- (b) To employees engaged for a specific period or task(s); or
- (c) To casual employees.

**2.3.12 Employers exempted**

(a) Subject to an order of the Fair Work Commission, in a particular redundancy case, clause 2.3 shall not apply to an employer including a company or companies that employ employees working a total of fewer than 550 hours on average per week, excluding overtime, Monday to Sunday. The 550 hours shall be averaged over the previous 12 months.

(b) The Fair Work Commission may amend subclause 2.3.12 (a) if it is satisfied that it would operate unfairly in a particular case, or in the instance of contrived arrangements.

(c) A "company" shall be defined as:

- i. A company and the entities it controls; or
- ii. A company and its related company or related companies; or

- iii. A company where the company or companies has a common director or common directors or a common shareholder or common shareholders with another company or companies.

#### 2.3.13 Exemption where transmission of business

- (a) The provisions of clause 2.3.6 are not applicable where a business is transmitted from an employer (transmittor) to another employer (transmittee), in any of the following circumstances:
  - i. Where the employee accepts employment with the transmittee which recognises the period of continuous service which the employee had with the transmittor, and any prior transmittor, to be continuous service of the employee with the transmittee; or
  - ii. Where the employee rejects an offer of employment with the transmittee:
    - A In which the terms and conditions are substantially similar and no less favourable, considered on an overall basis, than the terms and conditions applicable to the employee at the time of ceasing employment with the transmittor; and
    - B Which recognises the period of continuous service which the employee had with the transmittor and any prior transmittor to be continuous service of the employee with the transmittee.
- (b) The Fair Work Commission may amend clause 2.3.13 (a) (ii) if it is satisfied that it would operate unfairly in a particular case, or in the instance of contrived arrangements.

## 2.4 Role Description

- 2.4.1 The Principal shall have control of and be responsible for the efficient running of the school, the maintenance of academic standards and the supervision and control of staff and students at the school.
- 2.4.2 Principals of systemic schools shall have no power or authority to increase staff for the school unless specifically authorised to do so.
- 2.4.3 In the case of staff paid by the Employing Authority, approval must be authorised by the Executive Director. All staff appointments shall be made by the Executive Director.
- 2.4.4 The Principal shall be responsible for the maintenance of the standards of religious education in the school in accordance with Diocesan Policies.
- 2.4.5 The Principal shall organise opportunities and co-ordinate activities to enhance teaching and learning in the school.
- 2.4.6 The Principal shall in the execution of the duties of the position, liaise with the School Board, the Parents and Friends' Association, as well as with the community at large.
- 2.4.7 The Principal shall carry out all professional duties of the position in a competent and dedicated manner.
- 2.4.8 The Principal shall conduct the school in accordance with the instructions, regulations and policies promulgated by the Employing Authority from time to time.
- 2.4.9 The Principal shall comply with the directives of the Employing Authority in respect of professional standards, administration, professional leadership and religious education.

## **2.5 Execution of Duties and Taking Leave**

*This clause is to be read in conjunction with clause 6.1 Annual Leave*

- 2.5.1 Substantially the whole of the Principal's time and attention during school hours and school weeks shall be devoted to the discharge of the duties of Principal at his or her appointed school. Taking of leave will occur in accordance with the employer's processes and procedures.
- 2.5.2 The Principal's duties shall include such duties as may be set forth in the role description as contained in clause 2.2 and as amended from time to time.
- 2.5.3 The Principal shall comply with the directives of the Employing Authority in respect of professional standards, administration, professional leadership and religious education.
- 2.5.4 The Principal shall conduct the school in accordance with the instructions, regulations and policies promulgated by the Employing Authority from time to time.

## **2.6 Travelling Allowance**

Where a Principal is required to travel in the course of employment, all reasonable costs associated with that travel shall be met by either the school or in specific circumstances the Employing Authority.

## **2.7 Acting Principals**

- 2.7.1 Employees who act in the capacity of Principal for a period in excess of four consecutive weeks shall be deemed to be performing the role of Principal and shall receive the benefits of this Agreement.
- 2.7.2 The quantum of consecutive weeks, outlined in Clause 2.7.1 (above), may be changed to a minimum of two (2) consecutive weeks, at the discretion of the Executive Director and in circumstances where the Principal is accessing sabbatical leave. This arrangement shall not impact upon or be deemed to influence other relieving arrangements within a school.

## **2.8 Conditions not to be Reduced**

No Principal shall suffer a reduction in wages or conditions of employment (including over award) as a result of the introduction of this Agreement.

## **2.9 Equal Employment Opportunity**

- 2.9.1 Equal Employment Opportunity is a program whereby the Employing Authority seeks to ensure that policies and practices on recruitment and promotion provide equal opportunity for all employees.
- 2.9.2 To this end, all appointments and promotions shall be based on merit, skills and qualifications.
- 2.9.3 Through an Affirmative Action Program, the Employing Authority shall endeavour to actively and continually identify and remove barriers that impede the achievement of Equal Employment Opportunity.

# **3 RELATIONSHIP TO THE AIMS OF THE SYSTEM/SCHOOL**

## **3.1 System / School Mission / Goals / Aims**

It is agreed that the School Mission Statement may be renewed where necessary or where documentation does not exist it shall be developed.

## **3.2 Acknowledgment**

The parties to this Agreement acknowledge and agree to work towards the achievement of the System / School Mission Statement referred to in Clause 3.1 hereof.

### **3.3 Objectives of Agreement**

This agreement provides a framework for the Employing Authority, Principals and QIEU to work together towards improving the effectiveness and commitment in their joint responsibility of providing high quality Catholic Education for the students attending schools and colleges in the Diocese of Townsville.

The basic Christian principles of equity, social justice and accountability underpin this framework.

The objectives of the Enterprise Agreement are to continue the development of a culture of work in Catholic Education in the Diocese of Townsville based on the above framework, and the consequent provision of means by which to improve the quality of teaching and hence learning outcomes for students by:

- 3.3.1 Enhancing the quality of Christian leadership of Principals in their school communities, with particular reference to enabling the teaching staff of each school to work as an effective team.
- 3.3.2 Providing benefits to Principals through improved wages and other conditions in recognition of their contributions to the development and implementation of workplace reform and through improvements in the working environment.
- 3.3.3 Recognising the key role of Principals in Catholic schools and initiating measures designed to provide for their pastoral care.
- 3.3.4 Developing Principals in their witnessing to the mission, values and goals of Catholic education.
- 3.3.5 Supporting the development of the spirituality of Principals to enliven the ethos of the Catholic school.
- 3.3.6 Enhancing the provision of quality support and curriculum services.
- 3.3.7 Developing collaborative and consultative decision making processes.
- 3.3.8 Creating more effective school management and resourcing processes which increases flexibility, responsiveness and professionalism.

## **4 WAGES AND ASSOCIATED MATTERS**

### **4.1 Wage Increases**

- 4.1.1 An increase of 2.5% of the applicable salary and allowance rates shall be paid to Principals from 1 July 2015.
- 4.1.2 A further increase of 2.5% of the applicable salary and allowance rates shall be paid to Principals from 1 July 2016.
- 4.1.3 A further increase of 2.5% of the applicable salary and allowance rates shall be paid to Principals from 1 July 2017.
- 4.1.4 A further increase of 2.5% of the applicable salary and allowance rates shall be paid to Principals from 1 July 2018.
- 4.1.5 In the 2019 calendar year Principals will receive an increase in wages and allowances which is at least the same quantum (and from the same date) as that received by Teachers covered by the Enterprise Agreement which applies to Diocese of Townsville Catholic Education schools. The parties commit that such increase shall be recognised in any re-negotiated Agreement between the parties that immediately follows this Agreement.



- 4.1.6 The wage rates for Principals are set out in Schedule 2 (a) of this Agreement.
- 4.1.7 A principal's classification level shall be determined by the school enrolment level in accordance with the classification of schools contained in clause 4.2.1.
- 4.1.8 In addition to the wages identified above, Principals at 'Schools of Special Character', as defined in Schedule 2(b), shall be paid an additional allowance as set out in that Schedule.

## **4.2 Classification of schools**

- 4.2.1 Schools with primary or secondary student enrolment
- (a) A Level 8 school shall mean a primary school with an enrolment of greater than 1200 students or secondary school with an enrolment of greater than 1100 students.
  - (b) A Level 7 school shall mean a primary school with an enrolment of between 801 and 1200 students or secondary school with an enrolment of between 671 and 1100 students.
  - (c) A Level 6 school shall mean a primary school with an enrolment of between 651 and 800 students or a secondary school with an enrolment of between 521 and 670 students.
  - (d) A Level 5 school shall mean a primary school with an enrolment of between 451 and 650 students or a secondary school with an enrolment of between 351 and 520 students.
  - (e) A Level 4 school shall mean a primary school with an enrolment of between 321 and 450 students or a secondary school enrolment of up to 350 students.
  - (f) A Level 3 school shall mean a primary school with an enrolment of between 181 and 320 students.
  - (g) A Level 2 school shall mean a primary school with an enrolment of between 86 and 180 students.
  - (h) A Level 1 school shall mean a primary school with an enrolment of up to 85 students.

### **4.2.2 Schools with a combination of primary and secondary student enrolment**

Notwithstanding the provisions of clauses 4.2.1(a) to (h), a Principal appointed to a school with a combination of primary and secondary student enrolment shall be appointed to the classification level applicable to a secondary school. That is, the total enrolment of the school (primary and secondary) shall constitute the total enrolment figure for classification within the secondary school classification range.

## **4.3 Increments**

- 4.3.1 A principal shall, on appointment at a school, be paid at pay point one (of the classification level applicable to that school), and shall progress, subject to satisfactory performance and the school remaining classified in a particular enrolment level, by annual increments to pay point five.
- 4.3.2 Where an employee who is appointed as a principal has experience within the last three years as a principal at an Australian Catholic school, and that experience is at a similar sized or larger school, that experience will be recognised for the purpose of appointment to an incremental point within the appropriate classification level.
- 4.3.3 Notwithstanding the provisions of clause 4.3.1 and 4.3.2, a principal may be paid at a higher rate by agreement between the Principal and the Employer.

## **4.4 Movement within the Salary Scale**

- 4.4.1 Any principal whose school's student population has exceeded the salary classification threshold for twelve months will be eligible to have their salary adjusted to the next classification level. Salary payments will be backdated to the beginning of the current year (not the previous year). This sub clause (subclause 4.4.1) will be subject to subclause 4.4.5.

- 4.4.2 If a school's enrolment decreases such that it is 10% below the salary classification threshold and is maintained below this threshold for 12 months the principals' classification will be adjusted at the end of the current (4) year contract period.
- 4.4.3 The census used for salary classification determination purposes is the first State census, usually held in late February or March.
- 4.4.4 Where a principal is appointed to a school classified at a lower enrolment level, then the principal shall be paid at the pay point on the new level recognising the years of service as a principal within the system.
- 4.4.5 Notwithstanding subclause 4.1.1, where as a result of the movement of year 7 into Secondary schools/Colleges in 2015 the student numbers exceed the salary classification threshold, the salary classification for a principal at such a school will be increased from 1 January 2015. This subclause (subclause 4.4.5) will only apply in 2015.

## **4.5 Salary Packaging**

- 4.5.1 A salary packaging arrangement may be entered into by mutual agreement between the individual Principal and the Employing Authority. In such circumstances, the value of the salary prior to packaging, excluding compulsory employer superannuation payments, shall not be less than the rates identified in clause 4.1 of this Certified Agreement.
- 4.5.2 Where mutually agreed that a Total Employment Cost (TEC) remuneration approach shall apply during the continuance of the appointment as Principal, the TEC shall be the sum of the base salary applicable at the Principal's date of commencement in the position, leave loadings where such apply, locality allowances where they apply and superannuation payments being met by the Employing Authority at that date.
- 4.5.3 The Principal's total remuneration package shall comprise a cash salary component and an agreed optional range of benefits financed by the Principal by salary sacrifice.
- 4.5.4 The Principal does not pay income tax on the non-cash benefits within the remuneration package, but shall pay any and every amount of the liability under present fringe benefits taxation incurred by the Employing Authority for the benefits provided to the Principal. All regulations set down by the Australian Taxation Office shall be followed by the Employing Authority.
- 4.5.5 The parties to this Agreement agree to review this remuneration process if and when there is significant change to existing tax laws.
- 4.5.6 The Principal may change the election of benefits at any time. The composition of the remuneration package can be altered without affecting the other items of the contract of employment as a Principal.
- 4.5.7 The rules of the Diocesan Executive Remuneration scheme shall be observed by both parties at all times.

## **4.6 Superannuation**

- 4.6.1
  - 4.6.1.1 Current employees who are appointed to the position of Principal, and who were or are participating members of Part 1 of the Catholic Superannuation Retirement Fund (formerly

known as Queensland Roman Catholic Retirement Plan) shall have within their Total Employment Cost a superannuation component which is a percentage of the base salary of the Principal concerned. This percentage amount shall be in accordance with the table listed below and shall include 1.5% insurance for those who were participating members of Part 1 of the Queensland Roman Catholic Retirement Plan prior to 1<sup>st</sup> January, 1994.

Year	93/4	94/5	95/6	96/7	97/8	98/9	99/00	00/1	01/2	02/3
Percent	9%	9%	10%	10%	10%	10%	10%	10%	10%	10.5%

4.6.1.2 The employer contribution shall not change on commencement of employment as a Principal and as the minimum employer contribution set by legislation rises, the employer contribution shall increase as shown in the above table until it reaches 10.5%.

The Superannuation Guarantee employer contribution shall be payable into a relevant, complying superannuation fund.

- 4.6.2 An employer contribution to a complying superannuation fund shall be made in accordance with the Superannuation Guarantee Legislation, and at a quantum provided by the Superannuation Guarantee Legislation, from the date of appointment. Should a Principal fail to complete the membership form for a relevant complying superannuation fund, the Catholic Superannuation Retirement Fund Trustee shall accept nominations by the Employing Authority without the Principal's signature. This action would only be taken to ensure fulfilment of the Employing Authority's legal obligation.
- 4.6.3 Catholic education employing authorities recognise that an increased employer contribution combined with an employee co-payment, delivers a substantial benefit to the employee's superannuation savings.
- 4.6.4 In line with the parties' commitment to quality teaching and learning and the provision of a Catholic Education that is affordable for all families, the parties agree that the maintenance of at least the current level of educational resourcing is to be maintained.
- 4.6.5 The parties recognise that any additional superannuation contributions from employees is a matter of employee choice within the options available. The payment to be made by employing authorities will be subsumed into any payment mandated by Superannuation Guarantee Charge legislation, if any such payment is mandated.
- 4.6.6 Employees shall receive a minimum level of superannuation consistent with contractual arrangements which apply in each employing authority.
- 4.6.7 The employing authority shall make available to all employees the following options:
- (a) where the employee makes a co-payment of 3% the employer will make a contribution of 10.75% (inclusive of the Superannuation Guarantee Contribution),
  - (b) where the employee makes a co-payment of 4% the employer will make a contribution of 11.75% (inclusive of the Superannuation Guarantee Contribution),
  - (c) where the employee makes a co-payment of 5% the employer will make a contribution of 12.75% (inclusive of the Superannuation Guarantee Contribution).
- Where an employee wishes to access one of the options identified in paragraphs (a), (b) or (c) above, the employee will make written application to their employer.

- 4.6.8 An employee's voluntary superannuation co-payment may be before tax in accordance with the salary packaging provisions.
- 4.6.9 Where an employee salary sacrifices all or part of their income to an approved and designated superannuation fund the employing authority will transfer such salary sacrificed contributions to the designated superannuation fund of each employee within fourteen (14) days of the end of each month.

#### **4.7 Appraisal Process**

- 4.7.1 The Principal shall co-operate with such system of appraisal of the performance of duties as Principal as set out in subclause 4.7.2 below.
- 4.7.2 The Principal shall be required to undergo a process of formative self-review each year and a process of summative review at least once every four (4) years as follows:-
- 4.7.2.1 Each year, the Principal, with the Education Consultant, or an officer appointed by the Executive Director, shall review the Principal's performance in the light of collaboratively set goals. Where applicable, this review shall be done in consultation with the Parish Pastoral Leader.
- 4.7.2.2 By mid-year in the final year of appointment or at any time during the period of employment as a Principal, at the sole discretion of the Employing Authority at a time or times set by the Employing Authority, a process of summative review shall be coordinated by the Education Consultant. It shall include consultation with the Principal, the Parish Pastoral Leader and appropriate Townsville Catholic Education Office personnel. The summative review report shall be made available to the Principal, to the Parish Pastoral Leader, where applicable, and the Executive Director.
- 4.7.3 Where the Employing Authority identifies it as necessary, the Principal may be subject to a work performance review in accordance with the established process which addresses the performance of employees where such performance is deemed to be unsatisfactory.

## **5 PRODUCTIVITY MOTIVATED CHANGES**

### **5.1 Commitment to the Implementation of Programs and Policies**

- 5.1.1 The Parties acknowledge the role of Principals as leaders of the school community and delegated agents of the Employing Authority. As such they are responsible for the implementation of all local and system orientated initiatives which pertain to faith education, the pursuit of excellence in educational delivery and the development and pastoral care of both staff and students.

Principals therefore reaffirm their commitment to the concept of co-responsibility as part of leadership of Catholic education in the diocese of Townsville and the implementation of the following programs and processes:

- 5.1.1.1 the objectives of this Agreement contained in clause 3.3 as above
- 5.1.1.2 the initiatives contained in the Enterprise Bargaining Certified Agreement for school staff
- 5.1.1.3 the Religious Education Guidelines for Townsville Catholic Education
- 5.1.1.4 agreed curriculum reform programs
- 5.1.1.5 appraisal and professional development programs for school staff
- 5.1.1.6 Diocesan Education Council Action Plan

Providing that the Employing Authority shall recognise the additional workload of Principals

emanating from initiatives of this nature and provide appropriate care, support and professional development where required.

## **5.2 Professional Development – Professional Renewal Leave**

- 5.2.1 The Diocese is committed to the professional development of Principals and recognises the benefits of self directed professional development hereinafter called “Professional Renewal Leave”.
- 5.2.2 Principals shall, effective from 1 January 2004, accrue an entitlement to Professional Renewal Leave on the basis of five (5) days per year. Such leave shall be cumulative.
- 5.2.3 Principals will be entitled to the following per annum allowance to assist in costs associated with their Professional Renewal Leave. The allowance will be cumulative from year to year
- |   |        |
|---|--------|
| (a) 2004                                  | \$1250 |
| (b) 2005                                  | \$1300 |
| (c) 2006                                  | \$1350 |
| (d) 2007 - 2009                           | \$1500 |
| (e) 2010 - 2012                           | \$1700 |
| (f) 2013 - 30 June 2016                   | \$2000 |
| (g) From 1 July 2016 and subsequent years | \$2250 |
- 5.2.4 Employees who were employed as a Principal prior to the commencement of this Agreement, and who had an entitlement to “Professional Renewal Leave” (however named) under the previous Certified Agreement will have any entitlement under that previous provision (which was untaken as at the commencement of this Agreement) carried forward and it will be able to be accessed in addition to the entitlements provided by this clause (5.2).
- 5.2.5 Principals will be entitled to access their accrued entitlements following their first formative appraisal.
- 5.2.6 The nature, timing and duration of Professional Renewal Leave shall be negotiated and approved by the Executive Director (or nominee).
- 5.2.7 It is recognised that sabbatical/Professional Renewal leave is provided to enable principals to have time and financial support to access appropriate professional development and formation opportunities to assist them within their roles as principals. Reasonable efforts will be made to access sabbatical leave in a timely manner within or at the conclusion of the contract period in which it accrues.
- 5.2.8 Where a Principal, at the conclusion of a period of appointment as a Principal, is not appointed to a further period as a Principal (either at the same or different school), and that Principal continues in the employment of the employer, that Principal will be entitled to any accrued leave and/or allowance as prescribed by this clause (clause 5.2). The mechanism for accessing such leave and/or allowance will be agreed between the employee and the employer.
- 5.2.9 Where a Principal, at the conclusion of a period of appointment as a Principal, is not appointed to a further period as a Principal (either at the same or different school), and does not continue in the employment of the employer, that Principal will be entitled to any accrued leave and/or allowance as prescribed by this clause (clause 5.2). The mechanism for accessing such leave and/or allowance will be agreed where possible between the employee and the employer.
- 5.2.10 Where an employee moves from employment as a Principal with another Diocesan Catholic Education Employing Authority in Queensland to an appointment as a Principal with the employer,

the employer agrees to recognize such previous service as a principal as though it is service with the employer for the purposes of accruing an entitlement in accordance with this clause (clause 5.2). This recognition of service will be subject to the following conditions:

- (a) That the Principal has continuity of service as a Principal between Diocesan Catholic Education Employing Authorities in Queensland (i.e. there must not be a break in service of greater than three months); and
- (b) That the service will only be recognised to the extent of any unused Professional Renewal Leave entitlement accrued with another Diocesan Catholic Education Employing Authority in Queensland.

### **5.3 Teaching Principals**

- 5.3.1 It is acknowledged that the Catholic Education Office Staffing Standing Committee currently operates to develop staffing requirements for schools in the Diocese. Principals are actively represented on the Committee and include representation of teaching Principals. It is recognised that the Staffing Standing Committee has been the appropriate mechanism to review staffing levels and requirements for the Diocese.
- 5.3.2 The Staffing Standing Committee will be requested, in conducting its role, to review and give continual consideration to the process of how to address the workload of teaching Principals.
- 5.3.3 The employer will ensure that all Principals are aware of the scheduled meetings of the Catholic Education Office Staffing Standing Committee and how Principals may have input into the considerations of that committee.

### **5.4 Work Intensification**

The parties agree that, during the life of this Agreement, consultation will continue through appropriate mechanisms in relation to the issue of work intensification for Principals.

### **5.5 Systemic Support**

It is recognised that strategies or mechanisms to handle challenges inherent in the role of Principal may be developed or identified collegially. Adequate opportunities will be provided for Principals to collectively identify and discuss best practice solutions.

### **5.6 Queensland College of Teachers**

- 5.6.1 Further negotiations will occur during the life of the Agreement with regard to continuing professional learning as maybe required by the Queensland College of Teachers which will include consideration of the following matters:
  - (a) access by Principals to continuing professional learning opportunities which would contribute to the renewal of registration; and
  - (b) access by Principals absent on family leave, special leave or unpaid leave to continuing professional learning opportunities.

### **5.7 Induction**

The employer will ensure that an adequate, timely and practical induction process exists for Principals.

## 6 LEAVE PROVISIONS

### 6.1 Annual Leave

*This clause is to be read in conjunction with clause 2.5 Execution of duties and taking leave*

The NES technically provides that an employee (other than a shift worker) is entitled to four weeks annual leave, which for Principals is deemed to be taken (in the case of a principal whose employment with the employer is continuing into the next school year) during the period following the final term week of the current school year, unless otherwise agreed between the employer and the employee. It is not intended that this provision reduce the quantum of vacation periods currently available to Principals. Any proposed variation to this arrangement which may arise as a result of changing educational needs would be subject to consultation between the parties. Where agreement cannot be reached either party reserves the right to refer the matter to the Fair Work Commission for determination.

### 6.2 Annual and proportionate payments

- 6.2.1 A Principal who has worked (or who has been granted leave by the employer) for each day of the standard school year with a particular employer shall be paid as for a full calendar year commencing on 1 January, provided that no more than one month's leave without pay shall be counted towards the calculation of the employee's length of service for the purposes of clause 6.4.1.
- 6.2.2 A Principal who worked for less than a standard school year, shall be paid the proportion of the annual salary of that year that the Principal's service, excluding school vacations, bears to a standard school year. Such payment shall be made either on termination or at the commencement of the midsummer vacation, as the case may be.
- 6.2.3 The proportion of salary referred to in clause 6.4.2 shall be calculated on the salary which the Principal was receiving immediately before cessation of employment or immediately before the commencement of the mid summer vacation, as the case may be.
- 6.2.4 A standard school year shall be deemed for the purposes of clause 6.4, to be 40 weeks in a secondary school, 40 weeks in a secondary department of a primary school and 41 weeks in a primary school excluding any secondary department.

### 6.3 Annual leave loading

- 6.3.1 A Principal who has worked (or who has been granted leave by the employer) for each day of the standard school year with a particular employer shall receive an annual leave loading equivalent to 17.5% of 4 weeks' salary:  
  
Provided that no more than one month's leave without pay shall be counted towards the calculation of the employee's length of service for the purposes of clause 6.3.1.
- 6.3.2 A Principal who commences employment after the beginning of the school year and who teaches to the end of the school year, shall be paid the proportion of the annual leave loading prescribed in clause 6.3.1 that the Principal's service (excluding school vacations) bears to a standard school year.
- 6.3.3 A Principal who resigns, having given the prescribed notice in writing, or whose services are terminated by the employer for some reason or reasons other than misconduct and who has worked for less than a full school year, shall be paid the proportion of the annual leave loading prescribed in clause 6.3.1 that the Principal's service (excluding school vacations) bears to a standard school year.

- 6.3.4 The loading prescribed in clauses 6.3.1, 6.3.2 and 6.3.3 shall be calculated upon the salary which the Principal was receiving immediately before cessation of employment or immediately before the commencement of the midsummer vacation, as the case may be.
- 6.3.5 Annual leave loading for a Principal shall be paid to an employee by one of the following methods:
- (a) in employer designated pay periods in December each year; or
  - (b) where an employee has a salary packaging arrangement (in accordance with clause xx) it may be agreed that the loading be paid fortnightly in the regular pay periods.
- 6.3.6 A standard year shall be deemed for the purposes of clause 6.3 to be 40 weeks in a secondary school or secondary department of a primary school and 41 weeks in a primary school excluding the secondary department.

#### **6.4 Long Service Leave**

The Principal shall be entitled to long service leave on the same terms and conditions that apply to teachers as set out in the *Teachers Catholic Schools (Long Service Leave Scheme) Industrial Agreement* [Attached as Schedule 1(a)]

- 6.4.1 The Employer shall make available access to the second accrual of pro rata long service leave following the initial accrual of thirteen (13) weeks, after seven (7) years continuous service for all employees. Employees who accrue further periods of thirteen (13) weeks long service leave shall be entitled to the same benefits as those outlined above.
- 6.4.2 From 4 September 2006 Principals are entitled to access their accrued long service leave after completing seven (7) years of continuous service. A Principal is entitled to access subsequent leave where that employee has an entitlement of four (4) weeks or more. All applications for leave will be in accordance with the provisions for taking of such leave.
- 6.4.3 A Principal who has completed at least seven (7) years of continuous service is entitled to a proportionate payment for long service leave on the termination of the Principal's service.
- 6.4.4 (a) The minimum period of leave that may be taken by an employee is normally one (1) week.
- i In some clearly identified and demonstrated exceptional circumstances an employer may approve an application for a period less than one (1) week, but not less than one (1) day.
  - ii Where the period of long service leave is less than a school term (nominally ten (10) weeks) that leave should normally be taken wholly within the school term period.
  - iii Non-teaching term-time employees may access accrued long service leave during periods of unpaid leave, including school vacations.
- (b) When accessing a period of long service leave of one week or more, an employee will make an application to take long service leave by giving at least twenty (20) weeks' notice prior to the commencement of the period of leave for which application is made. This period of notice may be reduced by mutual agreement between the employer and the employee. The employer's right to make the final decision will not be diminished by this arrangement.
- (c) When accessing a period of long service leave of less than one week, an employee will make an application to take long service leave by giving at least four (4) weeks' notice prior to the commencement of the period of leave for which application is made (or less by mutual agreement with the principal). In emergent circumstances, where an employee is unable to provide four (4) weeks' notice, notice shall be given as soon as practicable.



#### 6.4.5 Portability of long service leave

- (a) Long service leave accruals with Queensland Catholic education employing authorities from the nominated date shall be portable subject to paragraph 6.4.6 (c).
- (b) The “nominated date” described in paragraphs 6.4.5 (a) and (c) is the date identified in 1 - 4 below and as appropriate for Principals who were employed at that date (or subsequently) by the employers identified in those paragraphs.
  - 1. As from 1st January, 1973 - Teachers employed by the Sacred Heart Fathers;
  - 2. As from 1st January, 1982 - Teachers employed by the Augustinian Friars, Brigidine Sisters, Christian Brothers, De La Salle Brothers, Franciscan Friars, Franciscan Sisters, Good Samaritan Sisters, Loreto Sisters, Marist Brothers, Mercy Sisters (All Hallows), Oblates of Mary Immaculate, Presentation sisters, sisters of Charity, Sisters of the Sacred Heart of Jesus, Ursuline Sisters;
  - 3. As from 1st January, 1983 - Teachers employed by the Mercy Sisters (Cairns);
  - 4. As from 1st January, 1985 - Teachers employed by the Directors of Catholic Education of the Archdiocese of Brisbane and of the Dioceses of Cairns, Rockhampton, Toowoomba and Townsville, Josephite Sisters, Mercy Sisters (Rockhampton), Mercy Sisters (Townsville).
- (c) For the purposes of portability of long service leave:
  - i. All continuous service with the employee’s employer as at the nominated date shall be portable for the purpose of long service leave accrual; and
  - ii. All continuous service, from the nominated date, with a Catholic education employing authority shall be portable for the purpose of long service leave accrual; and
  - iii. There must be continuity of service (as defined by the *Industrial Relations Act 1999 (Qld)*) between Catholic education employing authorities.

6.4.6 Any period of long service leave is exclusive of any public holiday(s), and/or paid vacation periods.

#### 6.4.7 Long Service Leave re-credited;

- (a) A Principal may request to have a period of long service leave re-credited and personal leave used for a period of illness whilst on long service leave.
- (b) A Principal entitled to have the period of long service leave re-credited where the period of illness is one calendar week (seven days) or more and the request is accompanied by a medical certificate.

6.4.8 When a Principal has a period of long service leave re-credited (as provided in clause 6.4.7 the actual period of absence from work will not normally be extended.

6.4.9 The employer will consider the particular circumstances of applications for periods of leave without pay to be taken in conjunction with long service leave. Such applications will be considered in conjunction with existing guidelines for leave without pay.

#### 6.4.10 Cashing out long service leave

Employees who are eligible to access their accruals of long service leave (ie after 7 years service) may apply, to the employer, in writing to “cash out” a proportion of such leave instead of taking leave. Provided that:

- i. At least 5 weeks must be retained at any point of time to use as long service leave, in accordance with clause 6.4 of this Agreement;
- ii. The employee may apply to combine the cash out of some long service leave with the taking of some long service leave. In this case, the time taken in long service leave may be deducted from the minimum retained 5 weeks leave, as prescribed in sub-clause 6.4.11 (i) above.  
*For example, 13 weeks accrued long service leave may be taken as 8 weeks cashed out, 3 weeks in leave actually taken and 2 weeks long service leave retained for another time;*
- iii. “Cashing out” of long service leave may only occur once in any 5 year period;
- iv. The notice period required to cash out some long service leave only is a minimum of 4 weeks (or less by mutual agreement with the employer); and
- v. The employee seeks independent financial advice prior to making application to “cash out” their long service leave.

The existing arrangements for making application for long service leave would continue in the present form.

## **6.5 Long Service Leave at Half Pay**

- 6.5.1 Accrued Long Service Leave (LSL) may be accessed at half pay. In such circumstances the employee will be entitled to double the period of leave which would otherwise be applicable.
- 6.5.2 The period of LSL at half pay will be paid for at half the rate which would have been applicable if the employee was not accessing LSL at half pay.
- 6.5.3 Where an employee accesses LSL at half pay that employee will accrue all leave entitlements on a pro rata basis.
- 6.5.4 Where an employee accesses long service leave at half pay and where a salary packaging arrangement exists, the packaging agreement will be maintained or restructured at the employee’s request. Any associated costs will be borne by the employee consistent with current salary packaging arrangements.
- 6.5.5 A period of LSL at half pay will be exclusive of Public Holidays. A Public Holiday occurring during a period of LSL at half pay, and which falls on a day on which the subject employee would otherwise work, will be paid for at half the rate which would have been applicable if the employee was not accessing LSL at half pay.
- 6.5.6 Where an employee on a period of LSL at half pay becomes ill during such period, the provisions of clause 6.4.7 will apply, except that:
  - (a) the period of Personal Leave will be paid for at half the rate which would have been applicable if the employee was not accessing LSL at half pay;
  - (b) the quantum of LSL re-credited to the employee will be half that which would have been applicable if the employee was not accessing LSL at half pay; and
  - (c) the quantum of Personal Leave debited from the employee’s personal leave account will be half that which would have been applicable if the employee was not accessing LSL at half pay.
- 6.5.7 The provisions of this clause (clause 6.5.7) will apply to Principals who access a period of LSL at half pay.

- (a) A period of LSL at half pay will be exclusive of school vacations.
- (b) School vacations (except for the Christmas vacation) which are within a period of LSL at half pay will be paid for at half the rate which would have been applicable if the employee was not accessing LSL at half pay.
- (c) School vacations (except for the Christmas vacation) which are contiguous with a period of LSL at half pay will be paid for at the rate which would have been applicable if the employee was not accessing LSL at half pay.
- (d) Where a Principal accesses a period of LSL at half pay which is wholly within one calendar year (as defined in paragraph (e)), that employee will be paid a sum for the Christmas vacation calculated in accordance with the following formula:

$$P = \frac{L}{W} \times S - A$$

Where:

- P is the total amount paid to the employee for the Christmas vacation;
- L is the number of weeks actually worked plus the number of weeks debited from the employees LSL account;
- W is the number of weeks the Principal would have worked if they had not accessed LSL;
- S is the total amount which would have been paid for the calendar year if the employee was not accessing LSL at half pay;
- A is the total amount paid to the Principal in that calendar year prior to the Christmas vacation.

- (e) For the purposes of this clause, "Calendar year" will be defined in one of two ways, depending on the method of employing Principals used by a particular employer. Where an employer employs Principals from 1 January to 31 December, then that is the definition of calendar year to be used in relation to that employer for the purposes of paragraph (d) and (f). Where an employer employs Principals from the beginning of term one to the day before the beginning of term one in the following year, then that is the definition of calendar year to be used in relation to that employer for the purposes of paragraphs (d) and (f).
- (f) Where a Principal accesses a period of LSL at half pay and that period extends across two calendar years (as defined in paragraph (e)), that employee will be paid in accordance with this paragraph (paragraph (f)). For the Christmas vacation at the end of each calendar year the employee will be paid a sum calculated in accordance with the formula prescribed in paragraph (d). All other school vacations (including, where applicable, the Christmas vacation at the beginning of a calendar year) which are within a period of LSL at half pay will be paid for at half the rate which would have been applicable if the employee was not accessing LSL at half pay.

## 6.6 Personal Leave

- 6.6.1 In addition to personal leave entitlements set out in subclause 6.6.2 of this Agreement, a Principal who, on appointment, has not accumulated at least 30 days personal leave with Catholic schools in

Queensland shall be granted an additional entitlement to bring that person's personal leave credit to 30 days.

- 6.6.2 Principals are entitled to personal leave accrual at the rate of ten (10) days per year. Such accrual will operate from and include the first pay period after the commencement of the 2001 school year.

Personal leave is accumulated at one (1) day for every 5.2 weeks worked.

- 6.6.3 Personal leave entitlements shall be cumulative

- 6.6.4 *Employee must give notice*

The payment of personal leave is subject to the employee promptly advising their employer of their absence and its expected duration.

- 6.6.5 *Evidence supporting a claim*

When the employee's absence is for more than 2 days the employee is required to give their employer a doctor's certificate, or other reasonably acceptable evidence, about the nature and approximate duration of the illness.

- 6.6.6 *Accumulated personal leave*

An employee's accumulated personal leave entitlements are preserved when:

- (a) The employee is absent from work on unpaid leave granted by the employer;
- (b) The employer or employee terminates the employee's employment and the employee is re-employed within 3 months;
- (c) The employee's employment is terminated because of illness or injury and the employee is re-employed by the same employer without having been employed in the interim.

The employee accumulates personal leave entitlements whilst absent from work on paid leave granted by the employer.

- 6.6.7 *Workers' compensation*

Where an employee is in receipt of workers' compensation, the employee is not entitled to payment of personal leave.

- 6.6.8 Health check leave

The importance of employees maintaining healthy lifestyles and seeking regular health check-ups is recognised.

- (a) Employees with forty (40) or more days of accumulated personal leave shall be entitled to use one (1) day per annum of the accumulated personal leave to obtain medical advice and/or treatment of a preventative nature.

- (b) The employee shall, where practicable, give the employing authority two (2) weeks' notice prior to taking health check leave.

## **6.7 Special Responsibility Leave**

This clause is to be read in conjunction of the provisions of the Family Leave Schedule 4.

- 6.7.1 Access to Leave – Care and Support

A Principal with responsibilities in relation to either members of their immediate family or members of their household who need their care and support may access paid leave to provide care and or

support for such persons when they are affected by illness, injury or an unexpected emergency. This leave shall be taken as Special Responsibility Leave and deducted from accrued personal leave.

**6.7.2 Access to Leave – Terminally Ill Member of Household**

- (a) Principals are entitled to access paid leave to care for or support a household member who is terminally ill. Such leave shall be deducted from the Principal's personal leave accrual.
- (b) A further three (3) months of unpaid leave can be accessed by the Principal to continue such care and support if necessary.
- (c) An employer may request a doctor's certificate indicating the terminal nature of the illness.

**6.7.3 Access to Leave – Emotional Recovery**

- (a) A Principal may access paid leave for periods of their emotional recovery following a traumatic event such as the death of either a member of their immediate family or members of their household. This leave shall be taken as special responsibility leave and deducted from accrued personal leave.
- (b) An employer may request a doctor's certificate indicating the nature of the illness or confirming the need for emotional recovery.

**6.7.4** The employer will consider the particular circumstances associated with any further application for special responsibility leave beyond the provisions of clauses 6.7.1, 6.7.2 and 6.7.3 above. Any additional paid leave may be deducted from accrued personal leave.

**6.7.5** In accordance with the Family Leave Schedule 4, special responsibility leave may be accessed as leave without pay or other types of leave. Any request will be based on the particular circumstances and will be applied for and considered in accordance with the relevant provisions for such leave.

**6.8 Parental Leave**

**6.8.1** This clause must be read with reference to the provisions of the Paid Maternity Leave Schedule 3, and Family Leave Schedule 4 of this Agreement.

**6.8.2 Parental Leave – Continuing Employees**

- (a) All female employees engaged on a continuing contract of employment shall be entitled to fourteen (14) weeks paid maternity leave on full pay or, if they are the primary care giver, fourteen (14) weeks paid adoption leave on full pay.
- (b) All male employees engaged on a continuing contract of employment will be entitled to fourteen (14) weeks paid adoption leave on full pay where that employee will be the primary care giver for the child.
- (c) The period of paid maternity leave or paid adoption leave will be the period of fourteen (14) weeks immediately following the date of commencement of leave.
- (d) This period of paid leave, prescribed in clauses 6.8.2 (a), (b), and (c) will be exclusive of any paid school vacation period and inclusive of public holidays which may fall during the leave.
- (e) The Federal Government's paid parental leave scheme, implemented consistent with the legislation, shall not diminish the provisions of this clause.

- (f) Superannuation, and all other employee entitlements, continue to accrue during the employer-funded part of an employee's period of paid parental leave referred to in clause 6.8.2 (a) and (b) above.
- (g) As described in clause 6.8.3 below, employees may access leave without pay in accordance with provisions of the Family Leave Schedule (Schedule 4). The period of paid maternity/adoption leave will be included as part of the leave an employee is entitled to access in accordance with clause 6.8.3.
- (h) Where a principal who is already on parental leave becomes pregnant and is otherwise eligible to receive paid maternity leave, she will be entitled to subsequent period(s) of paid maternity leave without any requirement to first return to work.  
In such circumstances, the principal must still abide by the existing notification procedures when applying for the subsequent period of parental leave.  
The subsequent period of maternity leave is deemed to commence on the subsequent date of confinement or the end date of the prior period of parental leave, whichever is the sooner.

### 6.8.3 Unpaid Parental Leave

Employees are entitled to leave without pay in accordance with the provisions of the Family Leave Schedule 4.

In accordance with *Schedule 4 – Family Leave*, an employee and employer may agree that the employee interrupt the period of unpaid parental leave by returning to work for the employer, whether on a full-time, part-time or casual basis. Notwithstanding the above, the total period of parental leave cannot be extended beyond the maximum possible end date permitted under legislation, as a result of the mutually agreed period of return to work.

### 6.8.4 Paid Maternity or Adoption Leave – Fixed Term Employees

- (a) Fixed period employees will also be eligible for paid maternity leave or paid adoption leave on the same basis as continuing employees.
- (b) Where the employee's contract comes to an end before the expiration of the period of paid maternity leave or paid adoption leave, the employee will be entitled to receive payment only up until the conclusion of the fixed term contract.
- (c) Where a fixed term employee secures a further contract, and that further contract commences within three (3) months of the expiry of the preceding contract, any period of paid maternity leave or paid adoption leave which would have been forfeited as a result of the expiry of the preceding contract can be accessed from the date of commencement of the new contract of employment.

### 6.8.5 Paid parental leave at half pay

*Where an employee is entitled to paid parental leave and elects to access this entitlement at half pay, the following operational arrangements shall apply:*

- (a) Paid parental leave may be accessed at half pay. In such circumstances the employee will be entitled to double the period of leave which would otherwise be applicable.
- (b) The period of paid parental leave at half pay will be paid for at half the rate which would have been applicable if the employee was not accessing paid parental leave at half pay.
- (c) Where an employee accesses paid parental leave at half pay that employee will accrue all leave entitlements on a pro rata basis.

- (d) Where an employee accesses paid parental leave at half pay and where a salary packaging agreement exists, this agreement will be honoured or renegotiated. Any associated costs will be borne by the employee consistent with current salary packaging arrangements.
- (e) A period of paid parental leave at half pay will be inclusive of public holidays. A public holiday occurring during a period of paid parental leave at half pay, and which falls on a day on which the subject employee would otherwise work, will be paid for at half the rate which would have been applicable if the employee was not accessing paid parental leave at half pay.
- (f) The following provisions will apply to teachers who access paid parental leave at half pay:
- i. A period of paid parental leave at half pay will be exclusive of school vacations.
  - ii. School vacations (except for the Christmas vacation) which are within a period of paid parental leave at half pay will be paid for at half the rate which would have been applicable if the employee was not accessing paid parental leave at half pay.
  - iii. School vacations (except for the Christmas vacation) which are contiguous with a period of paid parental leave at half pay will be paid for at the rate which would have been applicable if the employee was not accessing paid parental leave at half pay.
  - iv. Where a Principal accesses a period of paid parental leave at half pay which is wholly within one calendar year (as defined in paragraph (v) below), that employee will be paid a sum for the Christmas vacation calculated in accordance with the following formula:

$$P = \frac{L}{W} \times S - A$$

Where:

- P Is the total amount paid to the employee for the Christmas vacation;
- L Is the number of weeks actually worked plus the number of weeks of paid parental leave;
- W Is the number of weeks the teacher would have worked if they had not accessed paid parental leave;
- S Is the total amount which would have been paid for the calendar year if the employee was not accessing paid parental leave at half pay;
- A Is the total amount paid to the Principal in that calendar year prior to the Christmas vacation.
- v. For the purposes of this clause, “calendar year” will be defined in one of two ways, depending on the method of employing Principals used by a particular employing authority. Where an employing authority employs Principals from 1 January to 31 December, then that is the definition of calendar year to be used in relation to that employer for the purposes of paragraph (iv) and (vi). Where an employing authority employs Principals from the beginning of term one to the day before the beginning of term one in the following year, then that is the definition of calendar year to be used in relation to that employer for the purposes of paragraphs (iv) and (vi).
- vi. Where a Principal accesses a period of paid parental leave at half pay and that period extends across two calendar years (as defined in paragraph (v)), that employee will be paid in accordance with this paragraph (paragraph (vi)). For the Christmas vacation at the end of each calendar year the employee will be paid a sum calculated in accordance with the formula prescribed in paragraph (iv). All other school vacations

(including, where applicable, the Christmas vacation at the beginning of a calendar year) which are within a period of paid parental leave at half pay will be paid for at half the rate which would have been applicable if the employee was not accessing paid parental leave at half pay.

#### 6.8.6 Paid spousal (paternity) leave

(a) Employees shall be entitled to ten (10) days leave in connection with the birth or adoption of child/children for whom the employee will have responsibility:

- i This leave is a separate entitlement to the special responsibility leave provisions of Schedule 4 (Family leave) and shall not be deducted from the employee's accrued personal leave.

*For example, a full-time employee is entitled to 10 days paid leave from the school workplace (that is, a fortnight's full-time wage payment) in connection with the birth or adoption of their child. The employee can choose when they will take this leave, providing it is taken within one month of the birth or adoption.*

- ii Subject to clause 6.8.6 (a) (iii), the period of leave nominated by the employee will be taken within one month of the confinement or adoption. In cases of demonstrated need (for example, travel to a birthing facility or caring for other children where complete bed rest for pregnant partner is prescribed) this leave may be accessed prior to confinement or adoption.

- iii This period of leave will be exclusive of any paid school vacation period and inclusive of public holidays which may fall during the leave.

- iv An employee will not be required to provide a medical certificate to support such leave.

- v Employees who are the primary care givers and have accessed paid adoption leave in accordance with clause 6.8.2 (b) are not eligible for paid spousal (paternity) leave.

- vi Part-time employees can access paid spousal leave on a pro rata basis. The quantum of paid hours of spousal leave available to a part-time employee will be the same as the number of hours which the employee would normally have received in the two week period of leave had the employee attended for work.

*A part-time employee is also entitled to 10 days leave from the school workplace in connection with the birth or adoption of their child. In this scenario, the part-time employee is only paid for the part-time hours they would otherwise have been rostered to work in that 10 day period. It is recognised that the period of absence will not often fall neatly in complete weeks of the school timetable. The employee can choose when they will take this leave, providing it is taken within one month of the birth or adoption. For example, a part-time employee working 15 hours per week (Monday 5 hours, Tuesday 6 hours, Wednesday 4 hours in Week 1; and Wednesday 7 hours, Thursday 4 hours and Friday 4 hours in Week 2) may choose to commence the 10 days paid spousal (paternity) leave on the Thursday of Week 2 of the timetable. They would be paid as follows for the period of the 10 day absence: Thursday 4 hours + Friday 4 hours (Week 2) + Monday 5 hours + Tuesday 6 hours + Wednesday 4 hours (Week 1) + Wednesday 7 hours (Week 1) = 30 hours. The total amount of paid leave for the 10 day period of spousal (paternity) leave remains the normal fortnightly part-time wage payment.*



- (b) In addition to the provision at clause 6.8.6 (a), an employee will be entitled to five (5) days spousal leave in connection with the birth or adoption of child/children for whom the employee will have responsibility.
  - i This leave is to enable the employee to attend to medical/agency appointments or to care for ill members of the immediate family.
  - ii Such leave shall be deducted from the employee's accrued personal leave.
  - iii An employing authority may request a doctor's certificate indicating the nature of the illness or other confirmation of medical/agency appointments.

## **6.9 Cultural Leave**

- 6.9.1 The Catholic education employing authorities recognise and appreciate that Aborigines and Torres Strait Islanders hold a significant place in Australia's rich history as our First Peoples. In recognition of this important cultural position Aboriginal Principals and Torres Strait Islander Principals may apply for leave from the workplace for cultural reasons.
- 6.9.2 Such applications will be considered within the normal leave provisions, guidelines and application procedures.
- 6.9.3 Principals may apply for leave to which they may be entitled e.g. compassionate leave, or may elect to apply for unpaid leave.
- 6.9.4 The employer must not unreasonably refuse the leave.
- 6.9.5 In considering the Principal's request for leave, the employer must consider at least the following:
  - (a) the employer's capacity to reorganize work arrangements to accommodate the employee's request;
  - (b) the impact of the Principal's absence on the delivery of customer service;
  - (c) the particular circumstances of the Principal; and
  - (d) the impact of a refusal on the Principal, including the employee's ability to balance his or her work and family responsibilities.
- 6.9.6 The Principal must, if practicable, give the employer:
  - (a) reasonable notice of the intention to take cultural leave before taking the leave and
  - (b) the reason for taking the leave; and
  - (c) the period that the Principal estimates the employee will be absent.
- 6.9.7 If it is not practicable for the Principal to give the notice before taking the leave, the employee must give the employer notice of the matters in clause 6.9.6 (b) and (c) at the first opportunity.
- 6.9.8 It is declared that leave provided under this section is a welfare measure for the purposes of the *Anti-Discrimination Act 1991*, section 104.
- 6.9.9 In clause 6.9: Principal means an employee who is required by Aboriginal tradition or Island custom to attend an Aboriginal or Torres Strait Islander ceremony.

## **6.10 Emergency and Natural Disaster Leave**

- 6.10.1 The parties to this Agreement recognise the importance of keeping schools open wherever possible during times of natural disasters and, should schools need to be closed for a time, to reopen them as soon as possible.
- 6.10.2 Principals will assist with keeping schools open to support students, families and the community and to provide continuity of teaching/learning as far as is feasible and safe to do so. They will attend work unless prevented by circumstances described in clause 6.10.3 or are otherwise on approved leave. Subject to clause 6.10.3 employees may be asked to assist with preparing for a reopening of a damaged school.
- 6.10.3 A Principal who is prevented from attending the employee's normal place of employment because of floods, cyclonic disturbances, severe storms, or bush-fires (or any other comparable natural disaster or emergency) shall be granted a maximum of five (5) days per calendar year non-cumulative paid leave in the following circumstances:
- (a) when they have experienced extreme loss or trauma; or
  - (b) where the Principal must, of necessity, remain at home to safeguard the employee's family or property; or
  - (c) where the Principal must remain at home to have temporary repairs effected, restore or replace essential belongings, complete necessary clean-up for safety or to enable occupation of residence etcetera; or
  - (d) where a Principal must remain at home because transport services and facilities are disrupted or discontinued due to weather or flood conditions; or
  - (e) where the Principal is away from their usual residence and is unavoidably delayed in returning to their place of employment due to identified and specific disruptions to transport services and facilities; or
  - (f) where the Principal is required to return home before the Principal's usual ceasing time to ensure personal safety, the protection of the Principal's family and property or because the availability of transport services and facilities may be disrupted or discontinued due to weather or flood conditions.
- 6.10.4 Access to the leave as in clause 6.10.3 will be coordinated by the employer.
- 6.10.5 The employer and/or principal will make every effort to clarify contact and communication procedures to be used at times of emergencies.
- 6.10.6 The employer may consider additional paid leave in exceptional circumstances or where an Principal is affected by more than one disaster or emergency in any year.
- 6.10.7 Leave for Attendance at Emergencies
- (a) A Principal who is a member of the State Emergency Service, voluntary member of a local fire-fighting unit, members of a Rural Fire Brigade, auxiliary of a Fire Brigade, Honorary Ambulance Officer or St John Ambulance Volunteer shall be granted paid leave when called out for emergencies, to fight local fires or where an emergency situation or state of disaster has been declared under the *Public Safety Preservation Act 1986* or the *Disaster Management Act 2003*.

- (b) Paid leave is not available for training purposes, however unpaid leave may be granted at the employer's discretion.

### **6.11 Extended Unpaid Leave**

An employee may apply to access extended unpaid leave on the following basis:

- (a) at least six (6) months' notice is given in all but exceptional circumstances;
- (b) at least three (3) years continuous service has been completed prior to the intended commencement of each period of leave;
- (c) the period of leave sought is a maximum of 12 months duration and should normally occur within the calendar year.

A subsequent application for consecutive unpaid leave may also be considered, in special circumstances.

Approval of extended unpaid leave applications are granted at the employer's discretion.

The parties recognise that extended unpaid leave can also be used in conjunction with other forms of leave with their own prescribed parameters, as detailed elsewhere in this Agreement. Specifically, this clause does not override an employee's access to extended unpaid leave associated with parental leave, carer's leave, defence force leave or any other industrial provision.

### **6.12 Defence Force Reserve Leave**

- 6.12.1 Principals who are members of the Defence Force Reserve may access leave with pay to attend periods of required training offered in normal working hours (such as but not limited to camps, field exercises or required courses) up to a maximum of 10 calendar days during term time each school year.
- 6.12.2 In addition to the above, a further 14 calendar days leave with pay may be accessed during term time in a teacher's first year of reserve service, where attendance at recruitment or initial training is required.
- 6.12.3 The Principal is required to forward to the employer any monies or allowances paid by the Defence Force for their attendance at camps, courses or other training whilst on periods of leave with pay during term time, where additional staffing costs have been incurred by the employer to cover their absence.
- 6.12.4 The Principal shall not be disadvantaged in terms of accrued entitlements during absence on leave with pay for this purpose.
- 6.12.5 Wherever possible, the Principal should schedule their attendance at Defence Force Reserve activities during school vacation periods. In this case, the Principal is not required to reimburse the employer any monies or allowances paid by the Defence Force for their attendance.
- 6.12.6 Any further Principal absence due to Defence Force Reserve Leave activities in term time will be approved as leave without pay and any monies or allowances paid by the Defence Force shall be retained by the employee.

### **6.13 Compassionate leave**

All principals are entitled to access compassionate leave in accordance with the provisions of Schedule 4 - Family Leave.

## **6.14 Domestic violence leave**

### **6.14.1 Leave**

An employee, who is experiencing domestic violence, will have access to ten (10) days per year non-cumulative of paid special leave in order to address related matters including, but not limited to:

- (a) Attending medical and / or counselling appointments;
- (b) Sourcing alternative accommodation;
- (c) Accessing legal advice;
- (d) Attending legal proceedings;
- (e) Organising alternative care for members of their immediate family or household;
- (f) Organising alternative education arrangements for their children;
- (g) Rebuilding support networks; and
- (h) Other issues related to the domestic violence.

This leave will be in addition to existing leave entitlements and may be taken as consecutive or single days or as a fraction of a day and all reasonable requests will be approved.

Employees can also access existing leave entitlements for the abovementioned purposes, without the usual notice requirements.

It is not mandatory for the employee to have exhausted other forms of paid leave prior to accessing this special leave.

### **6.14.2 Supporting another person experiencing domestic violence**

An employee who supports a person experiencing domestic violence may use their existing carer's leave to accompany the person on activities related to that personal crisis, or to mind the children of the person to enable them to undertake activities related to such significant matter.

This sub-clause applies only where an employee supports a person who is a member of their immediate family (as defined in clause 1.2.4 of this Agreement) or household.

## **6.15 Jury service leave**

6.15.1 An employee, other than a casual employee, required to attend for jury service during their ordinary working hours shall be reimbursed by the employer an amount equal to the difference between the amount paid in respect of their attendance for such jury service and the ordinary pay the employee would have been paid if the employee was not absent on jury service.

6.15.2 Alternatively, by agreement, fees (other than meal allowance) received by the employee to attend jury service will be paid to the employer and the employer will continue to pay the employee their ordinary pay for the time the employee was absent on jury service.

6.15.3 Employees shall notify their employer as soon as practicable of the date upon which they are required to attend for jury service and shall provide their employer with proof of such attendance, the duration of such attendance and the amount received in respect thereof.

6.15.4 If the employee is not required to serve on a jury for a day or part of a day after attending for jury service and the employee would ordinarily be working for all or part of the remaining day, the employee must, if practicable, present for work at the earliest reasonable opportunity.

6.15.5 "Ordinary pay" means the rate of pay that an employee would normally expect to receive for working ordinary hours on an ordinary day of the week, including any payments over and above those prescribe in Schedule 1 of this Agreement. "Ordinary pay" excludes overtime, penalty rates of all types - including those attaching to working ordinary hours (for example) on a Saturday,

disability allowances, shift allowances, special rates, fares and travelling time allowances, bonuses and other ancillary payments of a like nature.

#### **6.16 Payment of leave**

For the purposes of Part 5 of this Agreement, the rate of payment for paid leave will be the rate the employee would have received had the employee attended for work.

#### **6.17 Public holidays**

6.17.1 An employee (other than a casual employee) who would ordinarily be required to work on a day on which a public holiday falls is entitled to full pay for the time the employee would ordinarily have been required to perform work on that day.

6.17.2 All work done by any employee on:

- (a) the 1st January;
- (b) the 26th January;
- (c) Good Friday;
- (d) Easter Saturday (the day after Good Friday);
- (e) Easter Monday;
- (f) the 25th April (Anzac Day);
- (g) Labour Day;
- (h) The Birthday of the Sovereign;
- (i) Christmas Day;
- (j) Boxing Day; or
- (k) any day appointed under the *Holidays Act 1983*, to be kept in place of any such holiday will be paid for at the rate of double time and a-half with a minimum of 4 hours.

6.17.3 Double time and a-half

For the purposes of clause 6.17, where the rate of wages is a weekly rate, "double time and a-half" means one and one-half days wages in addition to the prescribed weekly rate, or pro rata if there is more or less than a day.

6.17.4 Annual show

Moreover, all work done by an employee in a district specified from time to time by the Minister by notification published in the Queensland Government Industrial Gazette on the day appointed under the *Holidays Act 1983*, to be kept a holiday in relation to the annual agricultural, horticultural or industrial show held at the principal city or town, as specified in such notification, of such district shall be paid for at the rate of double time and a half with a minimum of 4 hours.

In a district in which a holiday is not appointed for an annual agricultural, horticultural or industrial show, the employee and employer must agree on an ordinary working day that is to be treated as a show holiday for all purposes.

6.17.5 Notwithstanding any other provision of clause 6.16 when an employee works on a public holiday such employee shall be paid at the rate prescribed by clause 6.17 for the particular holiday or by agreement between the employee and the employer may be paid at the ordinary rate and given a day off in lieu thereof within 28 days of the holiday occurring:

Provided that if an employee subsequently works on the day in lieu of the deferred public holiday, such employee shall be paid in accordance with the other provisions of clause 6.17.2.

## **7 NON-SALARY BENEFITS**

### **7.1 Reimbursement of Relocation Expenses**

Principals shall be entitled to the reimbursement of designated costs associated with the relocation of residence in order to take up an alternative position within the Diocese of Townsville in accordance with the agreed guidelines.

Proposed variation to the administrative provisions shall be subject to a process of consultation with and consideration by Principals.

### **7.2 Assistance with Study**

Principals may access study assistance for work related study associated with the role of Principal in accordance with the relevant administrative document.

### **7.3 Workplace Stress**

#### **7.3.1 Preamble**

The prevention and management of workplace stress helps secure a safer and healthier and more effective workplace for employees.

The term 'workplace stress' refers to those negative reactions people have to aspects of their environment due to pressures within the work environment.

The employer recognises its legal requirement to assess the working environment for systems and practices that may lead to negative stress response and to put into place preventative measures.

It is also recognised that policies which benefit employee health can improve productivity. Low levels of negative stress response are associated with low levels of staff turnover, absenteeism and low rates of injury. Workplaces that are perceived as healthy are characterised by clear policies and active methods of dealing with people which encourage

- (a) respect for the dignity of each employee
- (b) regular feedback and recognition of performance
- (c) clear goals for employees in line with organisational goals
- (d) employee input into decision-making and career progression
- (e) consistent and fair management actions.

#### **7.3.2 Implementation**

The employing authority agrees to the implementation of strategies to prevent and address workplace stress.

#### **7.3.3 Managing Workplace Stress**

Stress management interventions shall be based on prevention, management and minimisation strategies and are aimed at identifying and eliminating causes of workplace stress.

#### **7.3.4 Structured Approach**

A structured step-by-step problem solving approach involving participation and consultation shall be adopted to identify and focus on the real issues causing workplace stress.

#### **7.3.5 Control Strategies**

Control strategies shall be adopted to reduce the incidence of workplace stress.

## **7.4 Complaints Against Employees**

- 7.4.1 The parties acknowledge that schools are a partnership between the employing authority, staff, students and parents. The employing authority will ensure that guidelines exist to cover situations where complaints are made against employees.
- 7.4.2 The guidelines will ensure that, in dealing with a complaint, the concerns are addressed in an objective and sensitive manner giving due consideration to the reputation and dignity of the persons concerned, and that any staff member who is subject to a complaint will be afforded the fundamental principles of natural justice within a fair and transparent process.
- 7.4.3 The parties agree that a policy and guidelines consistent with these principles shall be developed or reviewed in consultation with employees and their union. Once developed or reviewed the policy and guidelines will be documented and recorded by the parties.
- 7.4.4 It is recognised that these processes are not those used to deal with situations where allegations of abuse or sexual misconduct are made against employees.

## **7.5 Workplace Harassment**

The employing authority agrees to ensure workplace harassment policies and procedures exist. The policy development (if relevant) shall take place within the life of this Agreement and shall occur in consultation with the union and their representatives.

The structure of the policy and procedures will be determined by the employing authority, but consideration will be given to the following:

### **7.5.1 Policy**

Consideration will be given to the following inclusions:

- (a) Definition of workplace harassment and provision of examples of the types of behaviour which constitute such harassment;
- (b) A statement that workplace harassment is unacceptable and will not be tolerated;
- (c) A statement as to the negative impact on individuals, colleagues and the organisation;
- (d) An encouragement to workers who experience or witness workplace harassment to engage in procedures to end such behaviour;
- (e) A commitment to education and training in regard to the policy and procedures on a regular basis or at least once per year; and
- (f) Provision for the appointment, training and time release of contact person(s) to handle complaints.

### **7.5.2 Procedures**

The procedures shall:

- (a) be fair and equitable;
- (b) ensure principles of natural justice are upheld;
- (c) respect privacy and confidentiality;
- (d) be undertaken with discretion so as to protect the reputation of the persons being investigated;
- (e) be aimed at resolving the problem rapidly;
- (f) ensure that accurate records and documentation are kept;
- (g) include procedural steps for dealing with the alleged harassment; and
- (h) include formal steps for dealing with the alleged harassment which incorporates an investigative process outlining how and who will conduct the investigation, the rights of both the respondent and the complainant to representation and the need for each party to receive

a report on the outcome.

7.5.3 The policy and procedures shall be available to all staff and their availability advertised widely.

## **7.6 Retirement of a Principal**

7.6.1 This clause will apply where a Principal has identified an intention to retire from their position as a Principal.

7.6.2 The Principal may initiate discussions with the Executive Director regarding any matter which concerns the Principal's employment or entitlements.

7.6.3 The Executive Director and the Principal may reach agreement on any such matter. Where agreement is reached it will be recorded in writing.

## **7.7 Payment of Wages**

Principal will be paid fortnightly by electronic funds transfer to credit an account(s) held by and/or nominated by the Principal, except in circumstances where an employer elects to pay a leave period as a lump sum in advance.

## **7.8 Overpayments**

7.8.1 Current Principals

- (a) If employee Principal is overpaid, the employer will have the right to recover such an overpayment.
- (b) Where the employer seeks to recover such an overpayment the employer will contact the Principal in writing to request that a mutually acceptable repayment schedule be agreed.
- (c) In the event that a repayment schedule has not been agreed after 28 days from the date of the written request, the employer will have the right to deduct money from the Principal's ordinary wages subject to the following:
  - i. any deduction shall not reduce the employee's fortnightly wage to less than either the minimum wage, or 75 per cent of the employee's gross fortnightly income, whichever is greater;
  - ii. the minimum period over which the deductions can be made is 13 pay periods; and
  - iii. any deductions will be made in equal instalments in each pay period, except for the final instalment which may be less than the preceding instalments.

7.8.2 At Date of Termination

- (a) If, at the date of termination of a Principal's services, it is clearly established and accepted by the Principal that the Principal owes the employer money (for example, in the case of overpayment of wages), the employer is entitled to and may withhold from monies due to the Principal, as either wages or leave entitlements, an amount equivalent to the overpayment.
- (b) Where employee Principal fails to give the minimum prescribed notice of resignation, the employer shall have the right to withhold monies due to the Principal up to a maximum amount equal to the ordinary time rate for the period of notice, provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.

This sub-clause shall not apply where an earlier resignation date is mutually agreed between the Principal and employer.



- 7.8.3 The employer is also required to provide the Principal payment in lieu of notice, if the appropriate notice is not given, provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.

## **7.9 Termination Payments**

A termination payment to a Principal shall be paid through a Principal's existing banking arrangements by no later than the date of the next full pay period after termination.

## **8 ITAS & IPRASS ALLOWANCES**

### **8.1 ITAS Allowance**

While it is recognised by the parties that the information contained within Schedule 5 refers to teachers, the parties agree that relevant content of this schedule shall apply to principals covered by this agreement.

### **8.2 IPRASS Allowance**

While it is recognised by the parties that the information contained within Schedule 6 refers to teachers, the parties agree that relevant content of this schedule shall apply to principals covered by this agreement.

## **9 FUTURE RE-NEGOTIATION OF AGREEMENT**

### **9.1 Renewal or Replacement Agreement**

Subject to satisfactory implementation of the initiatives contained in this Agreement the parties agree to re-open negotiations as soon as practicable on or after 30 March 2020 with a view to negotiating an amendment to or replacement of this Agreement.

10 SIGNATORIES

Signed for and on behalf of the Corporation of the Trustees of the Roman Catholic Diocese of Townsville (ABN 18 410 990 342)

Postal Address:

Catholic Education Office (Townsville)  
PO Box 861  
AITKENVALE QLD 4814

.....  
*Signature*

.....  
*Print Name*

.....  
*Position*

Signed for and on behalf of the Queensland Independent Education Union

Postal Address:

IEUA-QNT  
PO Box 418  
FORTITUDE VALLEY QLD 4006

.....  
*Signature*

.....  
*Print Name*

.....  
*Position*

In the presence of:

.....  
*Witness to Sign*

.....  
*Print Name*

.....  
*Position*

In the presence of:

.....  
*Witness to sign*

.....  
*Print Name*

.....  
*Position*

## **SCHEDULE 1 Teachers - Catholic Schools (Long Service Leave Scheme)**

### **TOWNSVILLE CATHOLIC EDUCATION - PRINCIPALS' CERTIFIED AGREEMENT**

This Agreement, made in pursuance of the *Industrial Conciliation and Arbitration Act 1961-1982*, this twenty-sixth day of November 1982, between the PROVINCIAL OF THE ORDER OF HERMITS OF ST AUGUSTINE IN AUSTRALIA (hereinafter referred to as the "Augustinian Friars"), CONGREGATION OF THE SISTERS OF ST BRIGID (hereinafter referred to as the "Brigidine Sisters"), TRUSTEES OF THE CHRISTIAN BROTHERS (QUEENSLAND), (hereinafter referred to as the "Christian Brothers"), TRUSTEES OF THE DE LA SALLE BROTHERS (hereinafter referred to as the "De La Salle Brothers"), DIRECTORS OF CATHOLIC EDUCATION OF THE ARCHDIOCESE OF BRISBANE AND OF THE DIOCESES OF CAIRNS, ROCKHAMPTON, TOOWOOMBA AND TOWNSVILLE, ASSOCIATION OF THE FRANCISCAN ORDER OF FRIARS MINOR (hereinafter referred to as the "Franciscan Friars"), MISSIONARY FRANCISCAN SISTERS (hereinafter referred to as the "Franciscan Sisters"), SISTERS OF THE GOOD SAMARITAN (hereinafter referred to as the "Good Samaritan Sisters"), SISTERS OF ST JOSEPH OF THE SACRED HEART (hereinafter referred to as the "Josephite Sisters"), INSTITUTE OF THE BLESSED VIRGIN MARY (hereinafter referred to as the "Loreto Sisters"), TRUSTEES OF THE MARIST BROTHERS (hereinafter referred to as the "Marist Brothers") THE BRISBANE CONGREGATION OF SISTERS OF MERCY (hereinafter referred to as the "Mercy Sisters (All Hallows)"), SISTERS OF MERCY CAIRNS CONGREGATION (hereinafter referred to as the "Mercy Sisters (Cairns)"), CORPORATION OF THE SISTERS OF MERCY OF ROCKHAMPTON (hereinafter referred to as the "Mercy Sisters (Rockhampton)"), CORPORATION OF THE SISTERS OF MERCY OF THE DIOCESE OF TOWNSVILLE (hereinafter referred to as the "Mercy Sisters (Townsville)"), OBLATES OF MARY IMMACULATE, CORPORATION OF THE TRUSTEES OF THE SISTERS OF THE PRESENTATION IN QUEENSLAND (hereinafter referred to as the "Presentation Sisters"), CONGREGATION OF THE RELIGIOUS SISTERS OF CHARITY OF AUSTRALIA (hereinafter referred to as the "Sisters of Charity"), COUNCIL OF STUART HOLME SCHOOL FOR THE SOCIETY OF THE SACRED HEART IN QUEENSLAND (hereinafter referred to as the "Sisters of the Sacred Heart of Jesus"), CORPORATION OF THE MISSIONARIES OF THE SACRED HEART (hereinafter referred to as the "Sacred Heart Fathers"), and COMMUNITY OF URSULINE NUNS (hereinafter referred to as the "Ursuline Sisters") (hereinafter referred to as "the Employer") of the one part, and the QUEENSLAND ASSOCIATION OF TEACHERS IN INDEPENDENT (NON-GOVERNMENTAL) SCHOOLS, UNION OF EMPLOYEES (hereinafter referred to as "the Union") of the other part, witnesseth that the parties hereto agree as follows:-

#### **APPLICATION OF AGREEMENT**

- I. This Agreement shall apply to all teachers under the age of sixty-five (65) employed in schools conducted by the Employer but shall not apply to such teachers as are in Holy Orders or are members of a recognised Religious Teaching Order.
- II. This Agreement shall be read subject to the provisions of the Teachers' Award - Non-Governmental Schools.

#### **DEFINITIONS**

- III.
  - A. "the Act" shall mean the Queensland *Industrial Conciliation and Arbitration Act 1961-1982*, as amended.
  - B. "The Award" shall mean the Teachers' award - Non-Governmental Schools.
  - C. "date of commencement" shall mean in respect of each individual Employer that date from which a teacher shall be entitled to long-service leave of thirteen (13) weeks in respect of ten (10) years eligible service as specified hereunder.
  - D. "eligible service" shall mean continuous service with the Employer as from 1st January, 1982, and where a teacher is employed by a school at that date it shall include all continuous service at that school as from 1st January, 1975, subject to the provisions of clause 13 hereunder.

#### **LONG SERVICE LEAVE ENTITLEMENTS NOT TO BE REDUCED**

- IV. Nothing in this Agreement shall be deemed or construed to diminish the conditions of long service leave any teacher was receiving prior to the date of coming into operation of this Agreement.

#### **AMOUNT OF LONG SERVICE LEAVE**

- V. A teacher shall be entitled to long service leave on full pay in respect of eligible service and the amount and further amounts of that long service leave shall be as follows:-
  - A. In respect of eligible service completed prior to the date of commencement - in accordance with the Act.
  - B. In respect of ten (10) years' eligible service undertaken as from the dates specified from the various individual Employers hereunder - thirteen (13) weeks' long service leave.
    1. As from 1st January, 1973 - Teachers employed by the Sacred Heart Fathers;

2. As from 1st January, 1982 - Teachers employed by the Augustinian Friars, Brigidine Sisters, Christian Brothers, De La Salle Brothers, Franciscan Friars, Franciscan Sisters, Good Samaritan Sisters, Loreto Sisters, Marist Brothers, Mercy Sisters (All Hallows), Oblates of Mary Immaculate, Presentation Sisters, Sisters of Charity, Sisters of the Sacred Heart of Jesus, Ursuline Sisters.
  3. As from 1st January, 1983 - Teachers employed by the Mercy Sisters (Cairns);
  4. As from 1st January, 1985 - Teachers employed by the Directors of Catholic Education of the Archdiocese of Brisbane and of the Dioceses of Cairns, Rockhampton, Toowoomba and Townsville, Josephite Sisters, Mercy Sisters (Rockhampton), Mercy Sisters (Townsville).
- C. In respect of a further or subsequent ten (10) years' eligible service completed after the date of commencement - thirteen (13) weeks long service leave;

#### **MODE OF TAKING LEAVE**

- VI. A teacher may apply to take long service leave as from the date of commencement in respect of ten (10) years of continuous service notwithstanding the fact that the period of leave entitlement accrued may be less than thirteen (13) weeks.
- VII. An Employer may direct a teacher to take the full period of long service leave accrued within twelve (12) calendar months of the date upon which the teacher's accrued entitlement reaches thirteen (13) weeks and the teacher shall so take that leave.
- VIII. The minimum and maximum periods of leave that may be taken shall be four (4) weeks and thirteen (13) weeks respectively, with the proviso that where a teacher has accrued twenty-six (26) weeks leave entitlement at the date of commencement, he/she shall be granted leave up to a maximum at one time of twenty-six (26) weeks.
- IX. A teacher shall give at least six (6) calendar months' notice in writing of his/her intention to take leave, and an Employer shall give at least six (6) calendar months' notice in writing of his/her direction to take leave, with the proviso that where the eligible service shall have been served with two (2) or more Employers, the period of notice shall be nine (9) calendar months for either party.

#### **PAYMENT IN LIEU**

- X. Payment in lieu of leave shall be made in accordance with the entitlements granted by this Agreement, and according to the Act.

#### **FINANCIAL PROVISIONS**

- XI. An Employer shall be liable as between itself and a teacher or his/her personal representative to pay the whole of the amount to which a teacher or his/her personal representative is entitled by way of payment for long service leave.

#### **TRANSITIONAL ARRANGEMENTS**

- XII. Where a teacher ceases employment with the Employer prior to 1st January, 1985, and thereby payment in lieu of long service leave is made, the operative date for the calculation of eligible service as in subclause 3 (4) shall be the date of commencing continuous service at the school by which the teacher was employed at 1st January, 1982, notwithstanding that such date may be prior to 1st January, 1975.

#### **REVIEW**

- XIII. The parties will meet in the month of October 1983 to negotiate the operation of clause 5 (1) (d) with a view to varying the date of operation to a date prior to 1st January, 1985.

#### **OPERATION OF AGREEMENT**

- XIV. This Agreement shall take effect from the first day of January 1982, and shall remain in force until the thirty-first day of December 1984.

Signed for and on behalf of the Augustinian ) D M AUSTIN OSA  
Friars )

In the presence of - MAVE T O'BRIEN

Signed for and on behalf of the Brigidine ) Sr V McKENNA  
Sisters )

In the presence of - Sr KATHLEEN TYNAN

Signed for and on behalf of the Christian ) J G HODDA  
Brothers )

In the presence of - Sr M C CONDON

Signed for and on behalf of the De La Salle ) JOHN PILL  
Brothers )

In the presence of - B CLOWES

Signed for and on behalf of the Directors of )  
catholic Education of the Archdiocese of )  
Brisbane and of the Dioceses of Cairns, ) B O'SHEA  
Rockhampton, Toowoomba and Townsville )

In the presence of - W P CORKERON

Signed for and on behalf of the Franciscan ) CORMAC NAGLE OFM  
Friars )

In the presence of - OLIVER GOODE, OFM

Signed for and on behalf of the Franciscan ) Sr M C CONDON  
Sisters )

In the presence of - M M RYAN

Signed for and on behalf of the Good ) Sr NOELA M BUNN  
Samaritan Sisters )

In the presence of - Sr KATHLEEN TYNAN

Signed for and on behalf of the Josephite ) Sr BRIDGET MOLONEY  
Sisters )

In the presence of - M C HONNER

Signed for and on behalf of the Loreto Sisters ) M C HONNER  
)

In the presence of - J J LITTLEJOHN

Signed for and on behalf of the Marist ) J A DWYER  
Brothers )

In the presence of - N J McBRIEN

Signed for and on behalf of the Mercy Sisters ) M M RYAN  
(All Hallows) )

In the presence of - Sr V McKENNA

Signed for and on behalf of the Mercy Sisters ) J McGRATH  
(Cairns) )

In the presence of - W P CORKERON

Signed for and on behalf of the Mercy Sisters ) B O'SHEA  
(Rockhampton) )

In the presence of - Sr EILEEN RING

Signed for and on behalf of the Mercy Sisters	)	Sr BENEDICT M DIXON
(Townsville)	)	

In the presence of - Sr BEVERLEY HICKSON

Signed for and on behalf of the Oblates of	)	K DAVINE
Mary Immaculate	)	

In the presence of -JOHN PILL

Signed for and on behalf of the Presentation	)	Sr KATHLEEN TYNAN
Sisters	)	

In the presence of - Sr NOELA M BUNN

Signed for and on behalf of the Sisters of	)	ANNETTE J CUNLIFFE RSC
Charity	)	

In the presence of - JANET M SEALE OSU

Signed for and on behalf of the Sisters of the	)	THELMA M THOMSON
Sacred Heart of Jesus	)	

In the presence of - N J McBRIEN

Signed for and on behalf of the Sacred Heart	)	J J LITTLETON
Fathers	)	

In the presence of - B O'SHEA

Signed for and on behalf of the Ursuline	)	JANET M SEALE OSU
Sisters	)	

In the presence of - ANNETTE J CUNLIFFE RSC

Signed for and on behalf of the Queensland	)	
Association of Teachers in Independent (Non-	)	P J V O'BRIEN
Governmental) Schools, Union of Employees	)	

In the presence of - MARIA O'NEILL

Pursuant to section 17 (8) of the *Industrial Conciliation and Arbitration Act 1961-1982*, the provisions of this Industrial Agreement are approved.

D R BIRCH, Commissioner

23rd December, 1982

Pursuant to section 89 of the *Industrial Conciliation and Arbitration Act 1961-1982*, the provisions of this Industrial Agreement are approved.

D R BIRCH, Commissioner

23rd December, 1982.

## SCHEDULE 2(a) - Principal Salary Rates

SCHEDULE 2(a) Salary Schedule																					
CATHOLIC EDUCATION - PRINCIPALS' CERTIFIED AGREEMENT																					
		1.7.15	1.7.15	1.7.15	1.7.15	1.7.15	1.7.16	1.7.16	1.7.16	1.7.16	1.7.16	1.7.17	1.7.17	1.7.17	1.7.17	1.7.17	1.7.18	1.7.18	1.7.18	1.7.18	1.7.18
		2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%
		Pt 1	Pt 2	Pt 3	Pt 4	Pt 5	Pt 1	Pt 2	Pt 3	Pt 4	Pt 5	Pt 1	Pt 2	Pt 3	Pt 4	Pt 5	Pt 1	Pt 2	Pt 3	Pt 4	Pt 5
8	P > 1200 & S > 1100	\$158,234	\$161,709	\$165,343	\$169,134	\$173,108	\$162,189	\$165,753	\$169,476	\$173,363	\$177,436	\$166,244	\$169,896	\$173,713	\$177,697	\$181,871	\$170,400	\$174,143	\$178,057	\$182,140	\$186,418
	Per Fortnight	\$6,065.10	\$6,198.30	\$6,337.60	\$6,482.90	\$6,635.20	\$6,216.70	\$6,353.30	\$6,496.00	\$6,645.00	\$6,801.10	\$6,372.10	\$6,512.10	\$6,658.40	\$6,811.10	\$6,971.10	\$6,531.40	\$6,674.90	\$6,824.90	\$6,981.40	\$7,145.40
	Per Hour	\$101.0850	\$103.3050	\$105.6267	\$108.0483	\$110.5867	\$103.6117	\$105.8883	\$108.2667	\$110.7500	\$113.3517	\$106.2017	\$108.5350	\$110.9733	\$113.5183	\$116.1850	\$108.8567	\$111.2483	\$113.7483	\$116.3567	\$119.0900
7	P 801 - 1200 & S 671 - 1100	\$150,733	\$154,036	\$157,496	\$161,109	\$164,897	\$154,501	\$157,887	\$161,433	\$165,137	\$169,019	\$158,365	\$161,834	\$165,469	\$169,265	\$173,246	\$162,325	\$165,881	\$169,606	\$173,496	\$177,577
	Per Fortnight	\$5,777.60	\$5,904.20	\$6,036.80	\$6,175.30	\$6,320.50	\$5,922.00	\$6,051.80	\$6,187.70	\$6,329.70	\$6,478.50	\$6,070.10	\$6,203.10	\$6,342.40	\$6,487.90	\$6,640.50	\$6,221.90	\$6,358.20	\$6,501.00	\$6,650.10	\$6,806.50
	Per Hour	\$96.2933	\$98.4033	\$100.6133	\$102.9217	\$105.3417	\$98.7000	\$100.8633	\$103.1283	\$105.4950	\$107.9750	\$101.1683	\$103.3850	\$105.7067	\$108.1317	\$110.6750	\$103.6983	\$105.9700	\$108.3500	\$110.8350	\$113.4417
6	P 651 - 800 & S 521 - 670	\$142,719	\$145,850	\$149,126	\$152,544	\$156,131	\$146,288	\$149,497	\$152,855	\$156,358	\$160,034	\$149,946	\$153,235	\$156,677	\$160,266	\$164,036	\$153,695	\$157,065	\$160,593	\$164,274	\$168,138
	Per Fortnight	\$5,470.40	\$5,590.40	\$5,716.00	\$5,847.00	\$5,984.50	\$5,607.20	\$5,730.20	\$5,858.90	\$5,993.20	\$6,134.10	\$5,747.40	\$5,873.50	\$6,005.40	\$6,143.00	\$6,287.50	\$5,891.10	\$6,020.30	\$6,155.50	\$6,296.60	\$6,444.70
	Per Hour	\$91.1733	\$93.1733	\$95.2667	\$97.4500	\$99.7417	\$93.4533	\$95.5033	\$97.6483	\$99.8867	\$102.2350	\$95.7900	\$97.8917	\$100.0900	\$102.3833	\$104.7917	\$98.1850	\$100.3383	\$102.5917	\$104.9433	\$107.4117
5	P 451 - 650 & S 351 - 520	\$137,329	\$140,353	\$143,502	\$146,789	\$150,243	\$140,762	\$143,862	\$147,089	\$150,460	\$154,000	\$144,282	\$147,459	\$150,765	\$154,222	\$157,851	\$147,890	\$151,146	\$154,535	\$158,078	\$161,798
	Per Fortnight	\$5,263.80	\$5,379.70	\$5,500.40	\$5,626.40	\$5,758.80	\$5,395.40	\$5,514.20	\$5,637.90	\$5,767.10	\$5,902.80	\$5,530.30	\$5,652.10	\$5,778.80	\$5,911.30	\$6,050.40	\$5,668.60	\$5,793.40	\$5,923.30	\$6,059.10	\$6,201.70
	Per Hour	\$87.7300	\$89.6617	\$91.6733	\$93.7733	\$95.9800	\$89.9233	\$91.9033	\$93.9650	\$96.1183	\$98.3800	\$92.1717	\$94.2017	\$96.3133	\$98.5217	\$100.8400	\$94.4767	\$96.5567	\$98.7217	\$100.9850	\$103.3617
4	P 321 - 450 & S < 350	\$129,755	\$132,609	\$135,581	\$138,696	\$141,957	\$132,998	\$135,925	\$138,970	\$142,163	\$145,505	\$136,322	\$139,325	\$142,445	\$145,716	\$149,142	\$139,729	\$142,808	\$146,006	\$149,359	\$152,870
	Per Fortnight	\$4,973.50	\$5,082.90	\$5,196.80	\$5,316.20	\$5,441.20	\$5,097.80	\$5,210.00	\$5,326.70	\$5,449.10	\$5,577.20	\$5,225.20	\$5,340.30	\$5,459.90	\$5,585.30	\$5,716.60	\$5,355.80	\$5,473.80	\$5,596.40	\$5,724.90	\$5,859.50
	Per Hour	\$82.8917	\$84.7150	\$86.6133	\$88.6033	\$90.6867	\$84.9633	\$86.8333	\$88.7783	\$90.8183	\$92.9533	\$87.0867	\$89.0050	\$90.9983	\$93.0883	\$95.2767	\$89.2633	\$91.2300	\$93.2733	\$95.4150	\$97.6583
3	P 181 - 320	\$123,256	\$125,959	\$128,785	\$131,746	\$134,840	\$126,337	\$129,108	\$132,004	\$135,038	\$138,211	\$129,497	\$132,335	\$135,304	\$138,414	\$141,665	\$132,734	\$135,643	\$138,688	\$141,874	\$145,208
	Per Fortnight	\$4,724.40	\$4,828.00	\$4,936.30	\$5,049.80	\$5,168.40	\$4,842.50	\$4,948.70	\$5,059.70	\$5,176.00	\$5,297.60	\$4,963.60	\$5,072.40	\$5,186.20	\$5,305.40	\$5,430.00	\$5,087.70	\$5,199.20	\$5,315.90	\$5,438.00	\$5,565.80
	Per Hour	\$78.7400	\$80.4667	\$82.2717	\$84.1633	\$86.1400	\$80.7083	\$82.4783	\$84.3283	\$86.2667	\$88.2933	\$82.7267	\$84.5400	\$86.4367	\$88.4233	\$90.5000	\$84.7950	\$86.6533	\$88.5983	\$90.6333	\$92.7633
2	P 86 - 180	\$117,498	\$120,081	\$122,776	\$125,596	\$128,542	\$120,436	\$123,084	\$125,847	\$128,738	\$131,756	\$123,447	\$126,160	\$128,993	\$131,957	\$135,051	\$126,533	\$129,314	\$132,218	\$135,255	\$138,427
	Per Fortnight	\$4,503.70	\$4,602.70	\$4,706.00	\$4,814.10	\$4,927.00	\$4,616.30	\$4,717.80	\$4,823.70	\$4,934.50	\$5,050.20	\$4,731.70	\$4,835.70	\$4,944.30	\$5,057.90	\$5,176.50	\$4,850.00	\$4,956.60	\$5,067.90	\$5,184.30	\$5,305.90
	Per Hour	\$75.0617	\$76.7117	\$78.4333	\$80.2350	\$82.1167	\$76.9383	\$78.6300	\$80.3950	\$82.2417	\$84.1700	\$78.8617	\$80.5950	\$82.4050	\$84.2983	\$86.2750	\$80.8333	\$82.6100	\$84.4650	\$86.4050	\$88.4317
1	P < 85	\$112,027	\$114,488	\$117,063	\$119,745	\$122,560	\$114,829	\$117,350	\$119,990	\$122,737	\$125,623	\$117,699	\$120,285	\$122,990	\$125,805	\$128,764	\$120,642	\$123,293	\$126,066	\$128,952	\$131,983
	Per Fortnight	\$4,294.00	\$4,388.30	\$4,487.00	\$4,589.80	\$4,697.70	\$4,401.40	\$4,498.00	\$4,599.20	\$4,704.50	\$4,815.10	\$4,511.40	\$4,610.50	\$4,714.20	\$4,822.10	\$4,935.50	\$4,624.20	\$4,725.80	\$4,832.10	\$4,942.70	\$5,058.90
	Per Hour	\$71.5667	\$73.1383	\$74.7833	\$76.4967	\$78.2950	\$73.3567	\$74.9667	\$76.6533	\$78.4083	\$80.2517	\$75.1900	\$76.8417	\$78.5700	\$80.3683	\$82.2583	\$77.0700	\$78.7633	\$80.5350	\$82.3783	\$84.3150

### SCHEDULE 2(b) - Allowance For School Characteristics

**DIOCESE OF TOWNSVILLE CATHOLIC EDUCATION - PRINCIPALS' CERTIFIED AGREEMENT**  
**ALLOCATION OF POINTS AND VALUE**

## 1. Allowance structure

School Characteristics	Allowance
<b>Structural Characteristics</b> Split campus <ul style="list-style-type: none"> <li>2 sites</li> <li>more than 2 sites</li> </ul> School structure <ul style="list-style-type: none"> <li>Combined primary school and junior secondary</li> <li>Designated prep to year 12 school</li> </ul> Principals with significant financial responsibility <ul style="list-style-type: none"> <li>\$1.0M - \$1.5M total recurrent income budget</li> <li>More than \$1.5M total recurrent income budget</li> </ul>	1 point 2 points  2 points 3 points  1 point 2 points
<b>School of special character (ATSI, ESL, SWD)</b>	2 – 5 points
<b>Boarding school</b>	2 – 5 points
<b>Responsibility for OSHC</b>	1 point
<b>Isolated Location</b> <ul style="list-style-type: none"> <li>Collinsville</li> <li>Hughendon</li> <li>Cloncurry</li> <li>Mt Isa</li> <li>Winton</li> <li>Palm Island</li> </ul>	2 points 2 points 3 points 3 points 3 points 4 points

## 2. Date of operation

(I) The allowance structure will be effective from 1 March 2017.



- (II) For the period of time between the approval of this agreement and 1 March 2017, the provisions contained in Schedule 2(b) of the *Townsville Catholic Education Principals Agreement 2013* shall apply.

### 3. Payment of multiple allowances:

If a single school is eligible for multiple allowances, the following is applied:

- a) Allowances are paid up to a ceiling value of 10 points not inclusive of points allocated for boarding schools. The ceiling of 10 points applies to structural characteristics (split campus, school structure and significant financial responsibility); Special characteristics (ATSI, ESL and SWD); Responsibility for OSHC; and Isolated Location
- b) The boarding schools allowance is paid in addition to any other allowances for which a school may be eligible.

### 4. School characteristics defined

#### 4.1 School Structural Characteristics:

**Split Campus** – A school is considered to be a split campus school if there are two or more distinct instructional campuses each with its own head of campus.

**Combined Primary school and Junior Secondary school** – A school is considered to have this structural characteristic if the majority of the school enrolment is in the prep to year 6 component of the school and the school only has any of years 7 to 9 for the secondary component.

**Designated Prep to Year 12 school** – A school is considered to be a designated prep to year 12 school if the schools' enrolment is comprised of classes from prep year to year 6 and years 7 to 12.

**Principals with significant financial responsibility** – A principal is considered to have significant financial responsibility where the recurrent income budget he/she manages exceeds either of two (2) thresholds as determined at the discretion of the employing authority. This identifies whether one (1) or two (2) points will be paid. The ultimate financial responsibility resides with the employing authority.

#### 4.2 Responsibility for OSHC

A principal is considered to have responsibility for an attached OSHC facility where they have significant responsibility and accountability for the overall financial and day-to-day management, including staffing, of the facility.

**4.3 School of special character** – A school is considered to be a school of special character if the employing authority declares it so. A range between two (2) to five (5) points is allocated to cover the differences in complexity of these declared schools. In making its determination to declare a school one of special character and also on the appropriate allocation of allowance points the employing authority will take into account the following:

- The percentage of ATSI students as defined in this schedule when the schools' total enrolment at the February state census that year is 100 students or greater;
- The percentage of SWD students as defined in this schedule when the schools' total enrolment at the February state census that year is 100 students or greater;

- The percentage of ESL students as defined in this schedule when the schools' total enrolment at the February state census that year is 100 students or greater;

The criteria as detailed in Table 1 will be applied to determine a principal's eligibility to receive a school of special character allowance.

The employing authority may declare a school a 'school of special character' based on significant factors other than the percentage of ATSI, ESL or SWD students enrolled at the school. The determination of a Principal's eligibility to receive payment or allowance points for their schools 'special character' will be at the discretion of the employing authority.

#### **4.4 Boarding School**

A principal will be eligible for the applicable boarding school allowance if their school fulfils the definition of a boarding school.

A school is considered to be a boarding school if there are residential students who remain on site during school terms and the principal has the responsibility for the boarding facility.

A range of between two (2) to five (5) points (outlined in Table 2) is allocated to cover the significant complexity in existence in board schools. In making a determination about the appropriate allocation of allowance points the employing authority will take into account the following:

- the number of boarders;
- the location of the boarding facility in relation to the school;
- whether the boarding facilities are co-educational or for single sex;
- whether boarders are part-time or full-time;
- the level of delegated authority to a boarding supervisor;
- other significant factors as determined by the employing authority.

#### **4.5 Isolated Location**

From 1 March 2017, the Isolated Location allowance (previously known as the Western Location allowance) will be based on the allocation of points as detailed in Clause 1 of the schedule.

### **5 Census data to determine eligibility**

Payment of the relevant allowance will be paid effective from when the school's structure fulfils any of the above definitions based on the state government school census data. The census used to determine a Principal's eligibility to receive allowances will be the first state census, usually held in late February. This is the same census used for salary classification purposes.

The points allocated to principals will be reassessed and adjusted accordingly, each year, after the results of the February state census.

## **6 Appeals/Applications**

### 6.1 Appeals

Appeals by Principals with regard to the Employing Authority's determination of their eligibility for payment of allowances, according to the characteristics of their school, will need to be forwarded to the employing authority in writing. The principal should outline the special characteristics of their school and the reasons why they believe these characteristics make them eligible to receive payment of an allowance.

### 6.2 Applications

Notwithstanding the provisions of this schedule (Schedule 2(b)), a principal may apply, in writing, to the employing authority for the payment of an allowance(s) relating to a school of special character referred to in Clause 4.3 of this schedule. Such application should outline the characteristics of the school and the reasons why they believe these characteristics should be recognised by the payment of an allowance. The outcome of such an application will be determined at the discretion of the Executive Director.

**Table 1: Schools of Special Character**

Percentage of School Enrolments	Allowance Points
<b>ATSI students (minimum 100 total school enrolment)</b>	
20 – 40%	2
41 – 60%	3
61 – 80%	4
81 – 100%	5
<b>ESL students (minimum 100 total school enrolment)</b>	
20 – 40%	2
41 – 60%	3
61 – 80%	4
81 – 100%	5
<b>Special Needs students (minimum 100 total school enrolment)</b>	
20 – 26%	2
27 – 33%	3
34 – 40%	4
41 – 100%	5

**Table 2: Boarding School Characteristics**

Characteristic	Allowance Points
Number of boarders: <ul style="list-style-type: none"> <li>&lt; 100 boarders</li> <li>101 – 200 boarders</li> <li>201 – 300 boarders</li> <li>300 boarders</li> </ul>	2 3 4 5
Other factors affecting complexity of the role of Principal: <ul style="list-style-type: none"> <li>Location of the boarding facility in relation to the school</li> <li>Make-up of boarders ie. co-educational vs single sex</li> <li>Status of boarders ie. full-time or part-time</li> <li>Level of delegated authority to a boarding supervisor</li> <li>Other significant factors as determined by the Employing Authority</li> </ul>	

**ALLOWANCE FOR SCHOOL CHARACTERISTICS**

Allowances for School Characteristics									
		2015		2016		2017		2018	
		2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%
		Fortnightly	Annual	Fortnightly	Annual	Fortnightly	Annual	Fortnightly	Annual
1	Point	\$80.70	\$2,105	\$82.70	\$2,158	\$84.80	\$2,212	\$86.90	\$2,267
2	Points	\$161.40	\$4,211	\$165.40	\$4,315	\$169.60	\$4,425	\$173.80	\$4,534
3	Points	\$242.10	\$6,316	\$248.10	\$6,473	\$254.40	\$6,637	\$260.70	\$6,801
4	Points	\$322.80	\$8,422	\$330.80	\$8,630	\$339.20	\$8,849	\$347.60	\$9,069
5	Points	\$403.50	\$10,527	\$413.50	\$10,788	\$424.00	\$11,062	\$434.50	\$11,336
6	Points	\$484.20	\$12,632	\$496.20	\$12,946	\$508.80	\$13,274	\$521.40	\$13,603
7	Points	\$564.90	\$14,738	\$578.90	\$15,103	\$593.60	\$15,487	\$608.30	\$15,870
8	Points	\$645.60	\$16,843	\$661.60	\$17,261	\$678.40	\$17,699	\$695.20	\$18,137
9	Points	\$726.30	\$18,949	\$744.30	\$19,418	\$763.20	\$19,911	\$782.10	\$20,404
10	Points	\$807.00	\$21,054	\$827.00	\$21,576	\$848.00	\$22,124	\$869.00	\$22,672

### **SCHEDULE 3 - Paid Maternity Leave**

This schedule details the paid maternity leave arrangements for all Catholic education employing authorities.

#### **1 PAID MATERNITY LEAVE**

Female employees shall be entitled to fourteen weeks paid maternity leave in accordance with the provisions of this clause.

#### **2 INTERACTION WITH THE FAMILY LEAVE AWARD**

2.1 The provisions of the *Family Leave Award 2003* apply to employees covered by this Agreement.

2.2 The period of paid leave shall be deemed to be the first fourteen weeks of the leave taken by the employee, provided that the period of paid leave will not include any school vacation time.

#### **3 ELIGIBILITY FOR PAID LEAVE**

3.1 Employees who have at least one year's continuous service with the employer shall be entitled to paid maternity leave.

3.2 Fixed period employees who are eligible for Maternity Leave will be entitled to either fourteen weeks paid maternity leave or, in the case where the remainder of the contract is less than fourteen weeks, payment until the expiration of the contract.

3.3 Where the contract period of a fixed period employee ends during the period of Maternity Leave, that employee will not be entitled to have this contract period extended, nor will she be guaranteed a position to return to following the completion of Maternity Leave.

3.4 Where an employee is on Maternity Leave and successfully applies for a subsequent period of Maternity Leave, that employee will be entitled to a further fourteen weeks paid maternity leave payable from the date of confinement of the subsequent child.

3.5 Where an employee is on an extended period of leave without pay, and that employee becomes pregnant, no entitlement to paid maternity leave would accrue.

#### **4 PAYMENT FOR LEAVE**

4.1 The employee shall receive payment based on her normal average weekly earnings for the six weeks immediately preceding the date upon which she proceeds on leave.

4.2 The employee may request, and the employer may agree, that the payment for the period of paid maternity leave will be made at the time of commencing such leave. Where agreement is not reached, the employee shall be paid in accordance with the normal fortnightly pay cycle:

- (a) where an employee has received payment in advance for the period of paid maternity leave at the time of commencing leave, and the pregnancy subsequently results in a miscarriage or stillbirth, the employee shall be entitled to retain such payment, subject to the employee remaining on leave for a minimum of fourteen weeks;
- (b) where an employee is paid in accordance with the normal fortnightly pay cycle, and the pregnancy subsequently results in a miscarriage or a still birth, the employee shall be entitled to remain on paid maternity leave for the fourteen week period;
- (c) Paid maternity leave will be taken as one period and cannot be broken into smaller periods of leave.

**5 PAID MATERNITY LEAVE AND OTHER ENTITLEMENTS**

- 5.1 The period of paid maternity leave shall count as service for all purposes;
- 5.2 The period of paid maternity leave shall be exclusive of school vacation periods. For example, where a period of paid maternity leave coincides with a paid school vacation period the employee is entitled to be paid for the vacation period and the Maternity Leave. However, where the paid maternity leave actually taken is less than fourteen weeks, the employee shall only be entitled to be paid for the leave taken.
- 5.3 The period of paid maternity leave shall be inclusive of statutory holidays that may fall within the period.
- 5.4 In accordance with schedule 4 of this Agreement, provided that the aggregate of leave does not exceed 52 weeks, an employee may, in lieu of, or in conjunction with Maternity Leave, take other forms of leave including long service leave which has fallen due, annual leave (if applicable) or paid school vacation periods (if applicable). The period of paid maternity leave shall form part of the aggregate of 52 weeks.
- 5.5 Except as provided by schedule 4 of this Agreement, paid personal leave or other paid authorised award absences (excluding annual leave or long service leave) shall not be available to an employee during her absence on paid maternity leave.

## SCHEDULE 4 - Family Leave

### PARENTAL LEAVE

- S4.1.1 This schedule does not apply to:
- (a) Casual employees, other than long term casual employees; or
  - (b) Seasonal employees; or
  - (c) Pieceworkers.
- S4.1.2 Definitions:
- “Adoption agency” means an agency, body, office or court, authorized by a Commonwealth or State law to perform functions about adoption;
- “Adoption leave” means short adoption leave or long adoption leave;
- “Child” (for adoption leave) means a child who is under the age of 5 years, but does not include a child who -
- (a) Has previously lived continuously with the employee for a period of at least 6 months; or
  - (b) Is the child or stepchild of the employee or employee’s spouse.
- “Continuous service” means service, including a period of authorized leave or absence, under an unbroken employment contract.
- “Employee couple” two national system employees are an employee couple if each of the employees is the spouse or de facto partner of the other.
- “Long adoption leave” means leave taken by an employee to enable the employee to be the primary caregiver of an adopted child.
- “Long parental leave” means -
- (a) For a pregnant employee - maternity leave; or
  - (b) For an employee whose spouse gives birth - leave taken by the employee to enable the employee to be the child’s primary caregiver.
- “Long term casual employee” means a casual employee engaged by a particular employer, on a regular and systematic basis, for several periods of employment during a period of at least 1 year immediately before the employee seeks to access an entitlement under this Schedule.
- “Maternity leave” means leave that a pregnant employee takes -
- (a) For the birth of her child; or
  - (b) To enable her to be the child’s primary caregiver.
- “Parental leave” means long parental leave, short parental leave or adoption leave.
- “Parental leave entitlement” means the parental leave entitlement mentioned in clause S4.1.3 (b), S4.1.3 (c) or S4.1.3 (d).
- “Short adoption leave” means leave taken by an employee at the time of the placement of an adopted child with the employee.

“Short parental leave” means leave taken by an employee, in connection with the birth of a child of the employee’s spouse, at the time of -

- (a) The birth of the child; or
- (b) The other termination of the pregnancy.

“Short term casual employee” means a casual employee, other than a long term casual employee.

#### S4.1.3 Entitlement

- (a) This clause details the parental leave entitlement of an employee for -
  - (i) An employee who is not a long term casual employee and who has had at least 12 months continuous service with the employer; or
  - (ii) A long term casual employee.
- (b) A pregnant employee is entitled to an unbroken period of up to 52 weeks unpaid maternity leave -
  - (i) For the child’s birth; and
  - (ii) To be the child’s primary caregiver.
- (c) For the birth of a child of an employee’s spouse where the employee is a member of an “employee couple”, the employee is entitled to the following leave -
  - (i) An unbroken period of up to 3 weeks unpaid short parental leave; and
  - (ii) A further unbroken period of up to 49 weeks unpaid long parental leave if the employee is to be the primary care giver for the child.
- (d) For the adoption of a child, an employee is entitled to the following leave -
  - (i) An unbroken period of up to 3 weeks unpaid short adoption leave;
  - (ii) A further unbroken period of up to 49 weeks unpaid long adoption leave.
- (e) However, parental leave must not extend -
  - (i) Beyond 1 year after the child was born or adopted; or
  - (ii) If an application for an extension of parental leave under clause S4.1.16 is agreed to - beyond 2 years after the child was born or adopted.

#### S4.1.4 Notices and documents - Maternity leave

- (a) This clause applies if a pregnant employee wants to take maternity leave.
- (b) The employee must give the employer -
  - (i) At least 10 weeks’ written notice of their intention to take leave and the intended start and finish dates of the leave; and
  - (ii) Written confirmation of the intention and the dates at least 4 weeks’ prior to the commencement of the leave.
- (c) The employee must, before starting the leave, give the employer -
  - (i) A doctor’s certificate confirming that she is pregnant and the expected date of birth; and



- (ii) A statutory declaration by the employee stating the period of any parental leave sought by her spouse.

#### S4.1.5 Notices and documents - Parental leave other than maternity or adoption leave

- (a) This clause applies if an employee wants to take parental leave, other than maternity leave or adoption leave.
- (b) The employee must give the employer -
  - (i) At least 10 weeks' written notice of their intention to take leave and the intended start and finish dates of the leave; and
  - (ii) Written confirmation of the intention and the dates at least 4 weeks' prior to the commencement of the leave.
- (c) The employee must, before starting the leave, give the employer -
  - (i) A doctor's certificate confirming that the employee's spouse is pregnant and the expected date of birth; and
  - (ii) For long parental leave - a statutory declaration by the employee stating:
    - The period of any maternity leave sought by the employee's spouse; and
    - The employee is seeking the leave to be the child's primary caregiver.

#### S4.1.6 Notices and documents—Adoption leave

- (a) This clause applies if an employee wants to take adoption leave.
- (b) The employee must give the employer -
  - (i) For long adoption leave - written notice of any approval to adopt a child at least 10 weeks before the expected date of placement of the child for adoption purposes (the expected placement date); and
  - (ii) Written notice of the dates on which the employee wants to start and end the leave, as soon as practicable after the employee is notified of the expected placement date but, in any case, at least 14 days before starting the leave.
- (c) The employee must, before starting the leave, give the employer -
  - (i) A statement from an adoption agency of the expected placement date; and
  - (ii) For long adoption leave - a statutory declaration by the employee stating:
    - The period of any adoption leave sought by the employee's spouse; and
    - The employee is seeking the leave to be the child's primary caregiver.

#### S4.1.7 Reasons not to give notice or documents

- (a) An employee does not fail to comply with clause S4.1.4, S4.1.5 or S4.1.6 if the failure was caused by -
  - (i) The child being born, or the pregnancy otherwise terminating, before the expected date of birth; or
  - (ii) The child being placed for adoption before the expected placement date; or
  - (iii) Another reason that was reasonable in the circumstances.
- (b) However, the employee must give the employer -
  - (i) Notice of the period of the leave within 2 weeks after the birth or placement; and

- (ii) In the case of the birth of a living child - a doctor's certificate stating the date on which the child was born.

**S4.1.8 Notice of change to situation**

An employee must notify the employer of any change in the information provided under clause S4.1.4, S4.1.5 or S4.1.6 within 2 weeks after the change.

**S4.1.9 Continuity of service**

- (a) Parental leave does not break an employee's continuity of service.
- (b) Parental leave is not to be taken into account in working out the employee's period of service, other than -
  - (i) To decide the employee's entitlement to a later period of parental leave; or
  - (ii) As expressly provided in the Act, an industrial instrument (including this Agreement) or an employment contract.

**S4.1.10 Spouses not to take parental leave at same time**

- (a) An employee is not entitled to parental leave, other than short parental leave or short adoption leave, when his or her spouse is on parental leave; other than in circumstances as an "employee couple".
- (b) If the employee contravenes subclause S4.1.10 (a), the period of parental leave that the employee is entitled to is reduced by the period of leave taken by his or her spouse.

**S4.1.11 Cancelling parental leave**

- (a) This section applies to unpaid parental leave, if:
  - (i) The leave is birth-related leave; and
  - (ii) Either:
    - The pregnancy ends other than by the child being born alive; or
    - The child dies after being born.
- (b) Before the unpaid parental leave starts:
  - (i) The employee may give the employer written notice cancelling the leave; or
  - (ii) The employer may give the employee written notice cancelling the leave.
- (c) If the employee or employer gives the notice identified in (b) above, the employee is not entitled to unpaid parental leave in relation to the child.
- (d) This clause does not affect an employee's entitlement to special maternity leave or personal leave under clause S4.1.26.
- (e) After the leave has commenced the employee may give the employer written notice that the employee wishes to return to work:
  - (i) After the start of the period of leave, but before its end; and
  - (ii) Within 4 weeks after the employer receives the notice.
- (f) After the leave has commenced the employer:

- (i) May give the employee written notice requiring the employee to return to work on a specified day; and
  - (ii) Must do so if the employee gives the employer written notice under paragraph (e) unless the leave has not started and the employer cancels it under paragraph (b);
- (g) The specified day must be after the start of the period of leave, and:
- (i) If paragraph (e) applies - within 4 weeks after the employer receives the notice under that subsection; or
  - (ii) Otherwise - at least 6 weeks after the notice is given to the employee under paragraph (f).
- (h) The employee's entitlement to unpaid parental leave in relation to the child ends immediately before the specified day.
- (i) This clause does not limit clause S4.1.19 (which deals with the employee ending the period of unpaid parental leave with the agreement of the employer).

#### S4.1.12 Parental leave with other leave

- (a) An employee may take any annual leave or long service leave to which the employee is entitled instead of or together with parental leave.
- (b) However, the total period of leave cannot extend beyond the total period allowed under clause S4.1.3 or S4.1.15.
- (c) While the employee is on unpaid parental leave, the employee is not entitled to paid personal leave or other paid leave (other than annual leave or long service leave), unless the employer agrees.
- (d) In this clause 'other paid leave' means paid leave authorized by law or by an industrial instrument or employment contract.

#### S4.1.13 Interruption of parental leave by return to work

- (a) An employee and employer may agree that the employee break the period of parental leave by returning to work for the employer, whether on a full-time, part-time or casual basis.
- (b) The period of parental leave cannot be extended by the return to work beyond the total period allowed under clause S4.1.3.

#### S4.1.14 Extending period of parental leave by notice

- (a) An employee may extend the period of parental leave once only by written notice given to the employer at least 14 days:
  - (i) Before the start of the parental leave; or
  - (ii) If the parental leave has been started - before the parental leave ends.
- (b) The notice must state when the extended period of parental leave ends.

- (c) The total period of parental leave cannot be extended under subclause (a) beyond the total period mentioned in clause S4.1.3 (e) (i).

#### S4.1.15 Extending period of parental leave by agreement

- (a) A pregnant employee entitled to maternity leave under clause S4.1.3 (b), or an employee who is taking maternity leave, may apply to the employer for an extension of the maternity leave for an unbroken period of a further 12 months in addition to the initial 12 months.
- (b) An employee entitled to parental leave for the birth of a child of the employee's spouse under clause S4.1.3 (c), or who is taking parental leave for the birth, may apply to the employer for either or both of the following:
  - (i) An extension of the short parental leave for an unbroken period of up to 8 weeks in total;
  - (ii) An extension of the long parental leave for an unbroken period of up to a further 12 months in addition to the initial 12 months, that is, 24 months in total.
- (c) An employee entitled to parental leave for the adoption of a child under clause S4.1.3 (d), or who is taking adoption leave for the adoption, may apply to the employer for either or both of the following:
  - (i) An extension of the short adoption leave for an unbroken period of up to 8 weeks in total;
  - (ii) An extension of the long parental leave for an unbroken period of up to a further 12 months in addition to the initial 12 months, that is, 24 months in total.
- (d) An employee may not make more than one application under subclause S4.1.15 (a), S4.1.15 (b) or S4.1.15 (c) within any 12 month period, unless the employer agrees.

#### S4.1.16 Employee on parental leave may apply to work part-time

- (a) An employee on parental leave may apply to the employer to return to work on a part-time basis.
- (b) An employee may not make more than one application under this clause within any 12 month period, unless the employer agrees.
- (c) However, the total period of leave cannot extend beyond the total period allowed under clause S4.1.3 or S4.1.15.

#### S4.1.17 Keeping in touch days

- (a) An employee can perform work for his or her employer on a keeping in touch day while he or she is taking unpaid parental leave. If the employee does so, the performance of that work does not break the continuity of the period of unpaid parental leave.
- (b) A day on which the employee performs work for the employer during the period of leave is a "keeping in touch day" if:

- (i) The purpose of performing the work is to enable the employee to keep in touch with his or her employment in order to facilitate a return to that employment after the end of the period of leave; and
  - (ii) Both the employee and the employer consent to the employee performing work for the employer on that day; and
  - (iii) The day is not within:
    - If the employee suggested or requested that he or she perform work for the employer on that day, 14 days after the date of birth, or day of placement, of the child to which the period of leave relates; or
    - Otherwise, 42 days after the date of birth, or day of placement, of the child; and
  - (iv) The employee has not already performed work for the employer or another entity on 10 days during the period of leave that were keeping in touch days. The duration of the work the employee performs on that day is not relevant for the purposes of this subsection.
- (c) The employee's decision whether to give the consent mentioned in paragraph (b)(ii) is, for the purposes of section 344 of the *Fair Work Act* (which deals with undue influence or pressure), to be a decision to make, or not make, an arrangement under the National Employment Standards.
- (d) However, the total period of leave cannot extend beyond the total period allowed under clause S4.1.3 or S4.1.15.

#### S4.1.18 Application for extension, part-time work or keeping in touch days

- (a) An application mentioned in clause S4.1.15, S4.1.16 or S4.1.17 must:
- (i) Be in writing; and
  - (ii) Be made -
    - For an application for an extension of short parental leave or short adoption leave, at least 2 business days before the leave ends; or
    - For an application for an extension of maternity leave, long parental leave or long adoption leave, at least 4 weeks before the leave ends; or
    - For an application to return to work on a part-time basis, at least 7 weeks before the leave ends;
    - For an application for a keeping in touch day, at least 14 days prior to the day(s); and
  - (iii) State the nature of the application; and
  - (iv) State the dates the extension, the keeping in touch day(s), or return to work on a part-time basis, being applied for is to start and end; and
  - (v) State the impact refusal of the application might have on the employee and the employee's dependants; and
  - (vi) Be accompanied by a statutory declaration by the employee stating:
    - For an application for an extension of maternity leave, long parental leave or long adoption leave—the employee is seeking the extension so the employee can continue to be the child's primary caregiver; or
    - For an application to return to work on a part-time basis—the employee is seeking to work on a part-time basis so the employee can continue to be the child's primary caregiver when not at work.

- (b) The period in relation to which an application under clause S4.1.16 may be made cannot extend beyond the day the child in relation to whom parental leave was taken is required to be enrolled for compulsory schooling under the *Education (General Provisions) Act 2006*.

**S4.1.19 Employer to give proper consideration to application for extension, a keeping in touch day or part-time work**

- (a) In deciding whether to agree to an application under clauses S4.1.15, S4.1.16 or S4.1.17, the employer must consider the following:
- (i) The particular circumstances of the employee that give rise to the application, particularly circumstances relating to the employee's role as the child's caregiver;
  - (ii) The impact refusal of the application might have on the employee and the employee's dependants;
  - (iii) The effect that agreeing to the application would have on the conduct of the employer's business, including, for example:
    - Any additional cost the employer would incur; and
    - The employer's capacity to reorganize work arrangements; and
    - The availability of competent replacement staff; and
    - Any loss of efficiency in the conduct of the employer's business; and
    - The impact of the employee's absence or temporary absence on the delivery of customer service.
- (b) The employer must not unreasonably refuse an application under clauses S4.1.15, S4.1.16 or S4.1.17.
- (c) The employer must advise the employee, in writing, of the employer's decision:
- (i) If the application is for an extension of short parental leave or short adoption leave, as soon as possible after receiving the application but before the short parental leave or short adoption leave ends; or
  - (ii) For any other application, within 14 days after receiving the application.
- (d) If the employer refuses the application, the employer must provide the employee with written reasons for refusing the application.

**S4.1.20 Shortening period of parental leave**

- (a) If the employer agrees, an employee may shorten parental leave by written notice given to the employer at least 14 days before the employee wants to return to work.

**S4.1.21 Effect on parental leave of ceasing to be the primary caregiver**

- (a) This clause applies if:
- (i) During a substantial period starting on or after the start of an employee's long parental leave, the employee is not the child's primary caregiver; and
  - (ii) Considering the length of the period and any other relevant circumstances, it is reasonable to expect the employee will not again become the child's primary caregiver within a reasonable period.
- (b) The employer may notify the employee of the day, at least 4 weeks after the employer gives the notice, on which the employee must return to work.

- (c) Where the employee returns to work in accordance with paragraph (b), the employer must cancel the rest of the leave.

**S4.1.22 Return to work after parental leave etc.**

- (a) This clause applies to:

- (i) An employee who returns to work after parental leave; or
- (ii) A female employee who returns to work after special maternity leave or personal leave under clause S4.1.27.

- (b) The employee is entitled to be employed in:

- (i) The position held by the employee immediately before starting their leave; or
- (ii) If the employee worked part-time because of the pregnancy before starting maternity leave, the position held by the employee immediately before starting part-time work; or
- (iii) If the employee was transferred to a safe job under clause S4.1.26 before starting maternity leave, the position held by the employee immediately before the transfer.

- (c) If the position no longer exists but there are other positions available that the employee is qualified for and is capable of performing, the employee is entitled to be employed in a position that is, as nearly as possible, comparable in status and remuneration to that of the employee's former position.

- (d) An employer must make a position to which an employee is entitled available to the employee.

- (e) If a long term casual employee's hours were reduced because of the pregnancy before starting maternity leave, the employer must restore the employee's hours to hours equivalent to those worked immediately before the hours were reduced.

**S4.1.23 Employer's obligation to advise about parental leave entitlements**

- (a) On becoming aware that an employee or an employee's spouse is pregnant, or that an employee is adopting a child, an employer must inform the employee of:

- (i) The employee's entitlement to parental leave under this division; and
- (ii) The employee's obligations to notify the employer of any matter under this Schedule.

- (b) An employer can not rely on an employee's failure to give a notice or other document required by this Schedule unless the employer establishes that subclause (a) has been complied with.

**S4.1.24 Dismissal because of pregnancy or parental leave**

- (a) An employer must not dismiss an employee because:

- (i) The employee or employee's spouse is pregnant or has applied to adopt a child; or
- (ii) The employee or employee's spouse has given birth to a child or adopted a child; or
- (iii) The employee has applied for, or is absent on, parental leave.

- (b) This clause does not affect any other rights of:

- (i) An employer to dismiss an employee in a manner which is not inconsistent with the Act; or
- (ii) A dismissed employee.

#### S4.1.25 Replacement employees

- (a) The employer must, before a replacement employee starts employment, give the replacement employee a written notice informing the replacement employee of:
  - (i) The temporary nature of the employment; and
  - (ii) The parent's right to return to work.
- (b) In this clause replacement employee means:
  - (i) A person who is specifically employed because an employee (the parent)—
    - Starts parental leave; or
    - Is transferred to a safe job under clause S4.1.26; or
  - (ii) A person replacing an employee who is temporarily promoted or transferred to replace the parent.

#### S4.1.26 Transfer to a safe job

- (a) This clause applies whenever the present work of a female employee is, because of her pregnancy or breastfeeding, a risk to the health or safety of the employee or of her unborn or newborn child (the risk period).
- (b) The assessment of the risk is to be made on the basis of:
  - (i) A doctor's certificate given by the employee to the employer; and
  - (ii) The employer's obligations under the applicable Work Health and Safety legislation.
- (c) The employer must temporarily adjust the employee's working conditions or hours of work to avoid exposure to the risk.
- (d) If an adjustment is not feasible or cannot reasonably be required to be made, the employer must transfer the employee to other appropriate work that:
  - (i) Will not expose her to the risk; and
  - (ii) Is, as nearly as possible, comparable in status and remuneration to that of her present work.
- (e) If there is no appropriate safe job available the employee is entitled to take paid no safe job leave for the risk period for as long as a doctor certifies it is necessary to avoid exposure to the risk.
- (f) If the employee is transferred to an appropriate safe job for the risk period, the employer must pay the employee for the safe job at the employee's full rate of pay (for the position she was in before the transfer) for the hours that she works in the risk period.
- (g) If the employee takes paid no safe job leave for the risk period, the employer must pay the employee at the employee's base rate of pay for the employee's ordinary hours of work in the risk period.

#### S4.1.27 Special maternity leave and personal leave

- (a) This clause applies if, before an employee starts maternity leave:



- (i) The employee's pregnancy terminates before the expected date of birth, other than by the birth of a living child; or
- (ii) The employee suffers illness related to her pregnancy.

(b) For as long as a doctor certifies it to be necessary, the employee is entitled to the following types of leave:

- (i) Unpaid leave (special maternity leave);
- (ii) Paid personal leave, either instead of, or as well as, special maternity leave.

#### S4.1.28 Special adoption leave

(a) An employee who is seeking to adopt a child is entitled to up to 2 days unpaid leave to attend compulsory interviews or examinations as part of the adoption procedure.

#### S4.1.29 Employee's obligations to advise employer about particular changes

(a) An employee who is absent on parental leave must advise the employer of any change in the employee's contact details, including any change of address.

(b) An employee who is absent on parental leave must also take reasonable steps to advise the employer of any significant change affecting the following as soon as possible after the change happens:

- (i) The length of the employee's parental leave;
- (ii) The date the employee intends to return to work;
- (iii) An earlier decision to return to work on a full-time basis or to apply to return to work on a part-time basis.

#### S4.1.30 Consultation with employee on unpaid parental leave

(a) If:

- (i) An employee is on unpaid parental leave; and
- (ii) The employee's employer makes a decision that will have a significant effect on the status, pay or location of the employee's pre-parental leave position; the employer must take all reasonable steps to give the employee information about, and an opportunity to discuss, the effect of the decision on that position.

(b) The employee's "pre-parental leave position" is:

- (i) Unless paragraph (ii) applies, the position the employee held before starting the unpaid parental leave; or
- (ii) If, before starting the unpaid parental leave, the employee:
  - Was transferred to a safe job because of her pregnancy; or
  - Reduced her working hours due to her pregnancy;
 the position the employee held immediately before that transfer or reduction.

## S4.2 CARER'S LEAVE

### S4.2.1 Employee's entitlement to carer's leave

(a) An employee may use personal leave on full pay (carer's leave) to care for and support members of the employee's immediate family or household:

- (i) When they are ill or injured; or
  - (ii) Because an unexpected emergency arises.
- An example for paragraph (ii) would be an unexpected failure of child care arrangements.*

(b) If the employee has exhausted his or her entitlement under subclause S4.2.1, the employee may take up to an additional 2 days unpaid carer's leave each time the employee needs to care for and support members of the employee's immediate family or household:

- (i) When they are ill or injured; or
- (ii) Because an unexpected emergency arises.

(c) The employee may take additional unpaid carer's leave if the employer agrees.

(d) An employee can not take carer's leave if another person has taken leave to care for the same person unless there are special circumstances requiring more than 1 person to care for the person.

(e) Carer's leave may be taken for part of a day.

(f) In this clause:

- (i) "Employee" does not include a casual employee.
- (ii) "Personal leave" includes sick leave accrued before the commencement of this clause.

#### S4.2.2 A long term casual employee's entitlement to carer's leave

(a) A long term casual employee is entitled to 10 days unpaid carer's leave in each year to care for and support members of the employee's immediate family or household:

- (i) When they are ill or injured; or
- (ii) Because an unexpected emergency arises.

(b) The long term casual employee may take additional unpaid carer's leave if the employer agrees.

(c) A long term casual employee can not take carer's leave if another person has taken leave to care for the same person unless there are special circumstances requiring more than 1 person to care for the person.

(d) Carer's leave may be taken for part of a day.

(e) The employer must not fail to re-engage a long term casual employee only because the long term casual employee has taken carer's leave under this clause.

(f) However, the rights of an employer not to re-engage a long term casual employee are not otherwise affected.

#### S4.2.3 Short term casual employee's entitlement to carer's leave

(a) A short term casual employee is entitled to leave work or to be unavailable to attend work for up to 2 days carer's leave each time the employee needs to care for and support members of the employee's immediate family or household:

- (i) When they are ill or injured; or

- (ii) Because an unexpected emergency arises; or
  - (iii) Because of the birth of a child.
- (b) The short term casual employee may leave work or be unavailable to attend work for reasons mentioned in subclause S4.2.3 (a) for additional periods if the employer agrees.
- (c) A short term casual employee can not take carer's leave if another person has taken leave to care for the same person unless there are special circumstances requiring more than 1 person to care for the person.
- (d) Carer's leave may be taken for part of a day.
- (e) The employer must not fail to re-engage a short term casual employee only because the short term casual employee has taken carer's leave under this clause.
- (f) However, the rights of an employer not to re-engage a short term casual employee are not otherwise affected.
- (g) Leave taken under this clause is unpaid.

#### S4.2.4 Employees etc. to provide supporting information to employer

- (a) If an employee is taking carer's leave to care for and support a member of the employee's immediate family or household who is ill or injured, or because an unexpected emergency has arisen, the employee must, if required by the employer, produce a doctor's certificate (where appropriate) or a statutory declaration evidencing that the member is ill with an illness requiring care by another or that an unexpected emergency has arisen.
- (b) An employee must, if practicable, give the employer:
- (i) Notice of the intention to take carer's leave before taking the leave; and
  - (ii) The name of the person requiring care and the person's relationship to the employee; and
  - (iii) The reason for taking the leave; and
  - (iv) The period that the employee estimates he or she will be absent; and
  - (v) If the reason for taking the leave is because an unexpected emergency has arisen, the nature of the emergency.
- (c) If it is not practicable for the employee to notify the employer of the intention to take carer's leave before taking the leave, the employee must notify the employer at the first reasonable opportunity.

### S4.3 COMPASSIONATE LEAVE

#### S4.3.1 Entitlement

- (a) An employee, other than a long term casual employee or short term casual employee, is entitled to:
- (i) at least three (3) days paid compassionate leave for each permissible occasion when a member of the person's immediate family or household:

- (A) contracts or develops a personal illness that poses a serious threat to his or her life, for the purposes of spending time with that member; or
    - (B) sustains a personal injury that poses a serious threat to his or her life, for the purposes of spending time with that member; or
    - (C) dies; and
  - (ii) if the employee reasonably requires extra time to travel to and from the funeral or other ceremony for the death, an amount of unpaid compassionate leave equal to the time reasonably required for the travel.
  - (iii) compassionate leave may be taken as a single three (3) day period, three (3) separate one day periods, or as otherwise agreed with the employer; and
  - (iv) if the permissible occasion is the contraction or development of a personal illness, or sustained the personal injury, the employee may take the compassionate leave for that occasion at any time while the illness or injury persists.
- (b) A Long Term Casual Employee is entitled to:
- (i) at least three (3) days unpaid compassionate leave for each permissible occasion when member of the person's immediate family or household:
    - (A) contracts or develops a personal illness that poses a serious threat to his or her life, for the purposes of spending time with that member; or
    - (B) sustains a personal injury that poses a serious threat to his or her life, for the purposes of spending time with that member; or
    - (C) dies; and
  - (ii) if the employee reasonably requires extra time to travel to and from the funeral or other ceremony for the death, an amount of unpaid compassionate leave equal to the time reasonably required for the travel.
  - (iii) compassionate leave may be taken as a single three (3) day period, three (3) separate one day periods, or as otherwise agreed with the employer; and
  - (iv) if the permissible occasion is the contraction or development of a personal illness, or sustained the personal injury, the employee may take the compassionate leave for that occasion at any time while the illness or injury persists.
- (c) A Short Term Casual Employee is Entitled to be Unavailable to Attend Work:
- (i) for up to three (3) days on unpaid compassionate leave for each permissible occasion when a member of the person's immediate family or household:
    - (A) contracts or develops a personal illness that poses a serious threat to his or her life, for the purposes of spending time with that member; or
    - (B) sustains a personal injury that poses a serious threat to his or her life, for the purposes of spending time with that member; or
    - (C) dies; and
  - (ii) if the employee reasonably requires extra time to travel to and from the funeral or other ceremony for the death - an amount of unpaid compassionate leave equal to the time reasonably required for the travel.
  - (iii) compassionate leave may be taken as a single three (3) day period, three (3) separate one day periods, or as otherwise agreed with the employer; and
  - (iv) if the permissible occasion is the contraction or development of a personal illness, or sustained the personal injury, the employee may take the compassionate leave for that occasion at any time while the illness or injury persists.

- (d) In the event of a death the employee must give the employer a copy of the funeral notice or other evidence of the death the employer reasonably requires.
- (e) An employee must give his or her employer notice of the taking of compassionate leave as soon as practicable (which may be at a time after the leave has started) and must advise the employer of the period, or expected period, of the leave.
- (f) An employee who has given their employer notice of taking compassionate leave must, if required by the employer, provide the employer with evidence which would satisfy a reasonable person that the leave is taken for the reason specified.
- (g) An employee may take additional leave as unpaid compassionate leave if the employer agrees.
- (h) The employer must not fail to re-engage a casual employee only because the casual employee has taken compassionate leave under this clause.
- (i) However, the rights of an employer not to re-engage a casual employee are not otherwise affected.

## **SCHEDULE 5 - ISOLATED TEACHERS' ASSISTANCE SCHEME (ITAS)**

### **S5.1 Preamble**

The Catholic Church, throughout the vast remote areas of Queensland, relies heavily on its dedicated religious and lay teachers to share the Christian message in a missionary spirit in many of these places today. In Pope John Paul II's 1979 address to Catholic teachers on the occasion of his visit to the United States, he said:

*"No Catholic school can be effective without dedicated Catholic teachers, convinced of the great idea of Catholic education. The Church needs men and women who are intent on teaching by word and example – intent on helping to permeate the whole educational milieu with the spirit of Christ. This is a great vocation and the Lord himself will reward all who serve in it as educators in the cause of the word of God."*

The scheme is designed to recognise the disabilities of teacher service in centres distant from each diocesan CEO. It caters for full-time, part-time and fixed term teaching staff living throughout Queensland in centres which meet the above definition. Diocesan directors are appreciative of the commitment these teachers have to our Catholic schools in these areas.

### **S5.2 Criteria**

To be eligible for the Isolated Teachers' Assistance Scheme, teachers must be from schools nominated as being in a remote area in any of the five dioceses and listed in either of the following tables (Isolated Teachers' Assistance Scheme or Isolated Teachers' Assistance Scheme for IPRASS Centres).

The benefits paid to teachers vary according to:

- category of school;
- teachers without dependents;
- teachers with dependent spouse or housekeeper;
- number of dependent children and full-time students living at home.

\*"Dependent" is as defined by the Australian Tax Office (ATO)

To facilitate the correct payment of entitlements it will be necessary for a diocesan office to be supplied with details of the number of dependents in single income family situations.

All full-time, part-time and fixed term teaching staff must complete an application form provided by the employing authority at the commencement of each school year. The application form enables the correct category of payment to be identified, so that correct ITAS or ITAS for IPRASS can be paid.

#### S5.3 Part Time Teachers

Provision has been made for payments to part-time teaching staff. Where part-time teaching staff are eligible for an ITAS or an ITAS for IPRASS payment they will receive a proportionate amount based on the hours they work.

#### S5.4 Teachers on Leave

The Scheme will apply to teachers absent on authorised paid leave. Teachers absent on personal leave and long service or on special leave approved by the diocesan director shall receive the full entitlement. No benefits shall be received by teachers on leave without pay.

#### S5.5 Payment on Termination

Payment to individual teachers terminating their employment at the end of a calendar year will coincide with normal pay arrangements, i.e. the rates would be paid up to the first day of school in the subsequent year. When duty ceases prior to the conclusion of the school year, payment shall be made for the period ended on the last day of school prior to the date of ceasing duty.

#### S5.6 Teacher Movement

Teachers interested in moving to any school nominated in the Scheme's schedule are welcome to contact the appropriate diocesan director.

#### S5.7 ITAS Payment Schedule

ITAS is a locality payment made fortnightly to continuing full time, continuing part time and fixed term teachers (with or without dependents) who are employed in locations specified in the table below:

**Isolated Teachers' Assistance Scheme  
1 March 2012 – Table 1**

CENTRE	1 March 2012		Allowances For Each Dependent Child & Full-Time Student Living At Home
	Teachers Without Dependents Includes Dual Income Families	Teachers With Dependent Spouse, Child Or Housekeeper	
	SECTION A per fortnight \$	SECTION B per fortnight \$	SECTION C per fortnight \$
Ayr	32.15	64.30	5.50
Biloela	24.10	48.20	5.50
Bowen	21.70	43.40	5.50
Charters Towers	34.95	69.90	5.50
Chinchilla	22.90	45.80	5.50
Gladstone	13.75	27.50	5.50
Clinton	13.75	27.50	5.50
Tannum Sands	13.75	27.50	5.50
Halifax	37.70	75.40	5.50
Home Hill	33.70	67.40	5.50
Ingham	35.30	70.60	5.50
Kingaroy	11.25	22.05	5.50
Monto	11.25	22.05	5.50
Mount Morgan	11.25	22.05	5.50
Nanango	12.65	25.30	5.50
Stanthorpe	13.15	26.30	5.50
Trebonne	36.35	72.70	5.50
Atherton	34.50	69.00	8.70
Babinda	31.90	63.80	8.70
Gayndah	17.80	35.65	8.70
Herberton	36.90	73.80	8.70
Innisfail	35.80	71.60	8.70
Mareeba	31.75	63.50	8.70
Miles	27.80	55.60	8.70
Mossman	34.15	68.30	8.70
Proserpine	29.40	58.80	8.70
South Johnstone	37.20	74.40	8.70
Abergowrie	40.35	80.70	14.00
Blackwater	29.25	58.25	14.00
Dysart	29.25	58.25	14.00
Moranbah	29.25	58.25	14.00
Ravenshoe	41.20	82.40	14.00
Silkwood	37.40	74.80	14.00
Tully	47.40	94.80	14.00

**Isolated Teachers' Assistance Scheme For IPRASS Centres  
1 March 2012 – Table 2**

<b>CENTRE</b>	<b>Teachers Without Dependents Includes Dual Income Families</b>	<b>Teachers With Dependent Spouse, Child, Or Housekeeper</b>	<b>Allowances For Each Dependent Child &amp; Full-Time Student Living At Home</b>
	<b>SECTION A \$ per fortnight</b>	<b>SECTION B \$ per fortnight</b>	<b>SECTION C \$ per fortnight</b>
Charleville*	41.00	82.00	18.45
Clermont	48.25	96.50	18.45
Springsure	38.45	76.90	18.45
Barcaldine	54.85	109.70	25.15
Blackall	52.10	102.50	25.15
Cunnamulla*	54.85	109.70	25.15
Hughenden	65.70	131.40	25.15
Longreach	54.00	108.00	25.15
Mt Isa	52.10	104.15	25.15
Quilpie*	54.25	108.50	25.15
Mitchell	33.15	66.30	12.60
Cloncurry	68.20	136.25	32.65
Palm Island *	68.20	103.70	32.65
Winton	71.75	143.50	32.65
Inglewood	19.00	38.00	4.90
Murgon	15.40	30.80	4.90
Roma	22.15	44.30	4.90
St George	37.40	74.80	12.60
Thursday Island*	135.65	271.30	32.65
Tara	17.20	34.40	4.90
Collinsville	31.80	63.60	7.80
Monto	16.25	32.50	7.80
Dimbulah	37.35	74.70	12.60
Emerald	31.55	63.10	12.60
Goondiwindi	26.25	47.00	12.60
Taroom	51.15	102.30	12.60
Cooktown	91.05	182.10	32.65
Weipa	135.65	271.30	32.65
	+ plus disability allowance	+ plus disability allowance	+ plus disability allowance

\* Disability Allowance means assistance with air fares (subject to negotiation between the parties)

\*\* In Section B of the above tables 1-2, "Dependent" is as defined by the Australian Tax Office (ATO).

NB: Payments identified above for ITAS for IPRASS centres (in sections A and B of Table 2) will be reviewed each year and adjusted in accordance with the Queensland Government Locality Allowance. The employing authority agrees to apply a 7(A) rating to Weipa for the purposes of this Schedule.



## SCHEDULE 6 - INCENTIVE PAYMENTS – REMOTE AREA STAFF SCHEME (IPRASS)

Listed below are the remote centres eligible for the Incentive Payments – Remote Area Staff Scheme (IPRASS):

ROCKHAMPTON	TOWNSVILLE	TOOWOOMBA	BRISBANE	CAIRNS
Barcaldine (5)	Cloncurry (6)	Charleville (5)	Childers (4)	Cooktown (7C)
Blackall (5)	Collinsville (4)	Cunnamulla (7C)	Gayndah (4)	Dimbulah (4)
Clermont (4)	Hughenden (6)	Goondiwindi (4)	Kingaroy (4)	Hammond Island (7A)
Emerald (4)	Mt. Isa (5)	Inglewood (4)	Murgon (4)	Thursday Island (7A)
Longreach (5)	Palm Island (7C)	Mitchell (5)	Nanango (4)	Weipa (7A)
Monto (4)	Winton (6)	Quilpie (7C)		
Springsure (4)		Roma (4)		
		St. George (5)		
		Tara (4)		
		Taroom (6)		

### S6.1 Financial Incentive Payments

- S6.1.1 Eligible employees are defined as continuing or fixed-term teachers (including principals and senior administration staff) who relocate or are located in schools in the above centres and who meet the criteria detailed in this Schedule. Eligible employees will receive a Remote Incentive allowance in accordance with the following provisions:
- S6.1.2 All full-time, part-time and fixed-term teaching staff must complete ten (10) weeks service before a proportionate payment is made on termination, including resignation. In the event that an eligible teacher is employed for a complete term, with that term being less than ten (10) weeks, the employee is entitled to a proportionate payment based on the completed term. Any proportionate payment made to an eligible teacher will be calculated on the basis of their number of weeks teaching service relative to the number of weeks in the school year.
- S6.1.3 Fixed-term teaching staff who are engaged for ten (10) weeks term time are entitled to receive a proportionate payment on the basis of their number of weeks teaching service relative to the number of weeks in the school year (i.e. a teacher who works twenty (20) weeks term time out of a school year of forty (40) weeks is entitled to receive 20/40 of the relevant IPRASS payment).
- S6.1.4 Proportionate payments will be made to eligible part-time teaching staff, who are engaged for ten (10) weeks of term time (i.e. a part-time teacher who is employed for sixteen (16) hours per week is entitled to sixteen (16) divided by thirty (30) of the respective incentive payment).
- S6.1.5 Eligible employees will receive a Remote Incentive allowance on the following basis:

(a) In years one and two, the following payments will apply:

- (i) an incentive payment of \$1,500 will be paid to all eligible employees in the designated IPRASS centres with Level 4.
- (ii) an incentive payment of \$1,650 will be paid to all eligible employees in the designated IPRASS centres with Levels 5 and 6.
- (iii) an incentive payment of \$1,650 will be paid to all eligible employees in the designated IPRASS centres with Levels 7C (with the exception of Palm Island).
- (iv) an incentive payment of \$2,750 will be paid to all eligible employees in the designated IPRASS centre of Palm Island.
- (vi) an incentive payment of \$5,500 will be paid to all eligible employees in the designated IPRASS centres with Levels 7A.

(b) In year three, the following payments will apply:

- (i) an incentive payment of \$2,500 will be paid to all eligible employees in the designated IPRASS centres of Level 4.
- (ii) an incentive payment of \$2,750 will be paid to all eligible employees in the designated IPRASS centres of Level 5.
- (iii) an incentive payment of \$2,750 will be paid to all eligible employees in the designated IPRASS centres of Level 6.
- (iv) an incentive payment of \$2,750 will be paid to all eligible employees in designated IPRASS centres of Level 7 C (with the exception of Palm Island).
- (v) an incentive payment of \$8,250 will be paid to all eligible employees in the designated IPRASS centre of Palm Island.
- (vi) an incentive payment of \$11,000 will be paid to all eligible employees in designated IPRASS centres of Level 7A.

(c) In year four, the following payments will apply:

- (i) an incentive payment of \$2,500 will be paid to all eligible employees in designated IPRASS centres of Level 4.
- (ii) an incentive payment of \$4,400 will be paid to all eligible employees in designated IPRASS centres of Level 5.
- (iii) an incentive payment of \$6,600 will be paid to all eligible employees in designated IPRASS centres of Level 6.
- (iv) an incentive payment of \$10,450 will be paid to all eligible employees in designated IPRASS centres of Level 7C (with the exception of Palm Island).
- (v) an incentive payment of \$8,250 will be paid to all eligible employees in the designated IPRASS centre of Palm Island.
- (vi) an incentive payment of \$11,000 will be paid to all eligible employees in designated IPRASS centres of Level 7A.

(d) In year five, the following payments will apply:

- (i) an incentive payment of \$2,500 will be paid to all eligible employees in designated IPRASS centres of Level 4.
- (ii) an incentive payment of \$4,400 will be paid to all eligible employees in designated IPRASS centres of Level 5.

- (iii) an incentive payment of \$8,250 will be paid to all eligible employees in designated IPRASS centres of Level 6.
- (iv) an incentive payment of \$11,550 will be paid to all eligible employees in designated IPRASS centres of Level 7C (with the exception of Palm Island).
- (v) an incentive payment of \$8,250 will be paid to all eligible employees in the designated IPRASS centre of Palm Island.
- (vi) an incentive payment of \$11,000 will be paid to all eligible employees in designated IPRASS centres of Level 7A.

*Note: A principal, upon reaching Year 5 in a designated IPRASS centre, is entitled to remain on the level of payment applicable for the duration of his/ her principalship in that centre. This arrangement is applicable to designated IPRASS centres of Level 4, 5, 6 or 7. (This will apply except where the Year 6 payment is higher than the Year 5 payment. In this situation, it will be the Year 6 higher annual payment that will apply from Year 6 onwards for the duration of his/her principalship in that centre).*

(e) In year six, the following payments will apply:

- (i) an incentive payment of \$1,650 will be paid to all eligible employees in designated IPRASS centres of Level 5.
- (ii) an incentive payment of \$5,050 will be paid to all eligible employees in designated IPRASS centres of Level 6.
- (iii) an incentive payment of \$11,950 will be paid to all eligible employees in designated IPRASS centres of Level 7C (with the exception of Palm Island).
- (iv) an incentive payment of \$9,750 will be paid to all eligible employees in the designated IPRASS centre of Palm Island.
- (v) an incentive payment of \$12,500 will be paid to all eligible employees in designated IPRASS centres of Level 7A.

(f) In year seven and subsequent years, the following cash payment will be payable to all eligible employees (other than principals) who remain in IPRASS centres with a designated Level of 5, 6 and 7:

- (i) designated IPRASS centres of Level 5, an incentive payment of \$1,000 per annum will be paid to all employees.
- (ii) designated IPRASS centres of Level 6, an incentive payment of \$1,750 per annum will be paid to all employees.
- (iii) designated IPRASS centres of Level 7, an incentive payment of \$2,500 per annum will be paid to all employees.

S6.1.6 The payment of the Remote Incentive is based on the continuous period that the eligible teacher has served in a designated IPRASS Level 4 – 7 centre.

(a) This continuous period includes movement from one to another designated IPRASS location of an equal or higher Level (e.g. Level 5 to Level 5; Level 6 to Level 7C).

(b) Where movement is to a lower designated IPRASS location Level, service counting towards eligibility of IPRASS financial incentive benefits will restart from Year 1 at the new location. (This does not apply in circumstances where teachers are relieving in a position at another location).

- S6.1.7 The incentive payment is not an all-purpose allowance, but will be paid as a type of bonus. Therefore the incentive payments will be paid in two (2) instalments, one in June and the other in December.
- S6.1.8 Teachers on approved paid leave (i.e. personal leave) should not be disadvantaged in the calculation of the annual incentive payment.

## **S6.2 Emergent Leave Days**

- S6.2.1 Non-cumulative emergent leave days will be available each year to full-time and part-time teachers in designated IPRASS centres of Levels 4, 5, 6 and 7 on the following basis:
- (a) Level 4 Two (2) days per year
  - (b) Level 5 Four (4) days per year
  - (c) Level 6 Five (5) days per year
  - (d) Level 7 Five (5) days per year
- S6.2.2 Emergent leave days may be used to travel to a more focused regional centre to attend to both urgent and non-urgent personal, medical or legal appointments that cannot be conducted in the remote area location.
- S6.2.3 To facilitate alternate class supervision arrangements over the period of absence, teachers are required to provide at least one week notice of their intention to access emergent leave day(s), wherever possible. Applications should be submitted in writing and approval should not be unreasonably withheld. Where non-urgent business is to be conducted, principals are to be given appropriate advance notice so as to maximise the opportunity to obtain a replacement. Where such advance notice is not provided the principal may determine that the leave will not be granted.
- Approval of emergent leave immediately prior to or after vacation periods is subject to the principal's discretion but should normally be approved only in exceptional circumstances.
- S6.2.4 Once the allocation of emergent leave on full pay has been exhausted, there will be no further entitlement to paid emergent leave until the following calendar year. Entitlements to emergent leave are regained for each calendar year.
- S6.2.5 Fixed-term teachers in designated IPRASS centres of Levels 4, 5, 6 and 7 will also receive emergent leave days on a pro rata basis (based on the number of weeks in the school year their fixed-term contract bears to a full school year).

## **S6.3 Travel Leave Days**

- S6.3.1 Teachers in designated IPRASS centres are entitled to two (2) days leave per year. These days may be attached to the Easter vacation or the Christmas vacation at the discretion of the diocesan

Director. In recognising the needs of employees the Director may seek consultation from employees as to appointing the two (2) days, with the decision at the discretion of the Director.

- S6.3.2 The provision of these two (2) days leave per year to teachers shall not negatively impact on school officers' paid work time. School officers will continue to work and be paid for these two days in accordance with their normal work arrangements.

#### **S6.4 Reimbursement of Reasonable Relocation Expenses**

- S6.4.1 Where a teacher commences in a remote area location school, both the reasonable relocation costs of their family's belongings and transport costs shall be reimbursed to the teacher, in accordance with Diocesan guidelines.
- S6.4.2 At the conclusion of a teacher's remote area service commitment, the teacher shall also be reimbursed for the reasonable removal costs of their family's belongings to their next teaching position in the diocese, in accordance with Diocesan guidelines.

#### **S6.5 Accommodation**

##### **S6.5.1 Employer-Provided Accommodation**

Where the employer provides accommodation to teachers in designated IPRASS centres, it shall be of a reasonable standard and contain modern facilities such as hot water, air conditioning and ceiling fans, and major appliances in good working order. Basic furniture should also be provided where the teacher chooses not to move personal furniture to the remote area location.

##### **S6.5.2 Salary Packaging of Remote Area Accommodation Costs**

- (a) Salary packaging is available to employees in accordance with clause 4.14 of this Agreement.
- (b) Employees should seek personal and professional financial advice in relation to salary packaging of rent and other accommodation costs.

##### **S6.5.3 Payment of Rent over Christmas Vacation Period**

Where the employer does not provide accommodation to remote area teachers, the employer may pay the cost of rental accommodation over the Christmas period according to Diocesan guidelines.

##### **S6.5.4 Townsville Diocese Accommodation Assistance Options**

###### **(a) Accommodation arrangements on Palm Island**

Eligible teaching staff working on Palm Island have access to employer-provided accommodation in accordance with clauses S7.5.1 and S7.8.1 (b) (i) of this Schedule.

###### **(b) Accommodation arrangements in other designated IPRASS centres**

Eligible teaching staff working in Hughenden, Cloncurry, Mount Isa, Collinsville and Winton may access either of the following options:

(i) Option to Retain Private Tenancy Arrangement or Home Ownership

An annual accommodation allowance, along with the option to salary package remaining rental or mortgage costs, is available where a private tenancy arrangement or home ownership is preferred by the teacher.

In this case, access to an annual accommodation allowance and salary packaging of remaining accommodation costs is available in the terms below:

(A) General Conditions

All continuing teaching staff and senior administration members are entitled to receive an annual Teacher Accommodation Assistance payment.

From 1 March 2015, the allowance will be \$1,000 per annum.

From 1 March 2016, the allowance will be \$1,017 per annum.

Fixed-term teachers are eligible for a proportionate payment provided that the engagement is for a period of at least ten (10) weeks.

(B) Eligibility

Teacher Accommodation Assistance will be provided to the following staff in designated remote area schools:

- (1) Deputy Principals and Senior Administrators including APAs, APREs and RECs
- (2) full-time teachers
- (3) part-time teachers
- (4) fixed-term teachers engaged for a period of at least ten (10) weeks.

The payment is not available to school officers or ground maintenance staff employed in remote area schools.

(C) Timing of Payment

Teacher Accommodation Assistance will be paid once a year. The employing authority will determine whether the payment is made in the last or second last pay of the school year.

(D) Calculation of Payment

- (1) Proportionate payments will be made to part-time teachers on the basis of their weekly hours of engagement relative to the maximum number of weekly hours for a full-time teacher. (For example, 0.4 FTE entitles an employee to receive 0.4 of the annual payment).

- (2) Fixed-term teachers engaged for a period of at least ten (10) weeks are entitled to receive a proportionate payment on conclusion of the contract. (For example, a teacher who works twenty (20) weeks term time out of a school year of forty (40) weeks is entitled to receive 20/40 of the relevant Teacher Accommodation Assistance payment).
- (3) If the fixed-term teacher is also engaged for part-time weekly hours, the proportionate payment calculation described above is also relevant to the calculation of the amount of Teacher Accommodation Allowance payable.

(E) Review

- (1) The allowance payment will be reviewed and enhanced on 1 March each year, in accordance with the CPI for Brisbane.
- (2) In addition to the accommodation allowance detailed above, access to salary packaging for remaining accommodation expenses is also available in accordance with clause S7.5.2 above.

(ii) Option to reside in employer-leased or owned accommodation

Where a teacher chooses to reside in accommodation leased or owned by the Townsville Catholic Education Office, employees need only pay seventy-five percent (75%) of market rental for forty-seven (47) weeks of the year. The facility to salary package remaining rental expenses at no cost to employees is also offered under this arrangement. (A full explanation of these arrangements are detailed in the joint TCEO and IEUA guides titled "*Teacher Accommodation Scheme 2008*" and "*Summary Guide – Remote Area Incentives Package 2008*").

S6.5.5 Thursday Island, Hammond Island and Weipa Accommodation Assistance Options

(a) Diocesan-Provided Accommodation Arrangements

- (i) Eligible teaching staff working on Thursday Island, Hammond Island and in Weipa have access to employer-provided accommodation wherever possible, in accordance with clauses S7.5.1 and S7.8.2 (b) (iii) of this Schedule.
- (ii) Employer-provided accommodation is offered to those teaching staff appointed from outside Thursday and Hammond Islands and Weipa in the first instance. However, the employer will endeavour to place any other teaching staff in any available Diocesan accommodation on a needs basis, should their personal circumstances change over the course of their employment. Should such allocated accommodation be required for a teacher relocated to the Island, then the accommodation would need to be returned for Diocesan purposes on the basis that reasonable notice is given.

(b) Alternative Accommodation Arrangements

Eligible teaching staff working on Thursday Island, Hammond Island and in Weipa may choose to access either of the following options:

(i) Option to Retain Private Tenancy Arrangement or Home Ownership

An annual accommodation allowance, along with the option to salary package remaining rental or mortgage costs, is available where a private tenancy arrangement or home ownership is preferred by the teacher.

This payment does not apply to teachers residing in subsidised accommodation supplied by government departments or other employers.

Access to an annual accommodation allowance and salary packaging of remaining accommodation costs is available in the terms below:

(A) General Conditions

All continuing teaching staff and senior administration members are entitled to receive an annual Teacher Accommodation Assistance payment.

- (1) From 1 March 2015, the allowance will be \$1,000 per annum.
- (2) From 1 March 2016, the allowance will be \$1,017 per annum.

Fixed-term teachers are eligible for a proportionate payment provided that the engagement is for a period of at least ten weeks.

(B) Eligibility

Teacher Accommodation Assistance will be provided to the following staff in Thursday Island, Hammond Island and Weipa schools:

- (1) Deputy Principals and Senior Administrators including APAs, APREs and RECs
- (2) full-time teachers
- (3) part-time teachers
- (4) fixed-term teachers engaged for a period of at least ten (10) weeks.

The payment is not available to school officers or ground maintenance staff employed in remote area schools.

(C) Timing of Payment

Teacher Accommodation Assistance will be paid once a year. The employing authority will determine whether the payment is made in the last or second last pay of the school year.

(D) Calculation of Payment

- (1) Proportionate payments will be made to part-time teachers on the basis of their weekly hours of engagement relative to the maximum number of weekly hours for a full-time



teacher. (For example, 0.4 FTE entitles an employee to receive 0.4 of the annual payment).

- (2) Fixed-term teachers engaged for a period of at least ten weeks are entitled to receive a proportionate payment on conclusion of the contract. (For example, a teacher who works twenty (20) weeks term time out of a school year of forty (40) weeks is entitled to receive 20/40 of the relevant Teacher Accommodation Assistance payment).
- (3) If the fixed-term teacher is also engaged for part-time weekly hours, the proportionate payment calculation amount of Teacher Accommodation Allowance payable.

(E) Review

- (1) The allowance payment will be reviewed and enhanced on 1 March each year, in accordance with the CPI for Brisbane.
- (2) In addition to the accommodation allowance detailed above, access to salary packaging for remaining accommodation expenses is also available in accordance with clause S7.5.2 of this Schedule.

(ii) Option to reside in employer-leased or owned accommodation

Teachers residing in accommodation leased or owned by the Catholic Education Services, are subject to the following rental charges:

- (A) In 2015, single or married teachers are charged a total of \$54 per week for accommodation provided. Where accommodation is shared, rental payable is \$38 per week for each teacher occupant.
- (B) In 2016, single or married teachers are charged a total of \$58 per week for accommodation provided. Where accommodation is shared, rental payable is \$40 per week for each teacher occupant.
- (C) In 2017, single or married teachers are charged a total of \$62 per week for accommodation provided. Where accommodation is shared, rental payable is \$42 per week for each teacher occupant.
- (D) In 2018, single or married teachers are charged a total of \$66 per week for accommodation provided. Where accommodation is shared, rental payable is \$44 per week for each teacher occupant.

Rental payments are only required for forty-five (45) weeks per year.

The facility to salary package remaining rental expenses at no cost to employees is also offered under this arrangement.

## S6.6 Professional Development

- S6.6.1 Teachers working in remote area locations have less access to professional development opportunities than colleagues in more focused regional areas.

Strategies will be implemented to support the professional development of teachers in remote areas and to best enable them to continue to deliver high-quality Catholic education to students. Such strategies may include:

- (a) Catholic Education Office Consultants to develop and deliver relevant professional development in remote area and rural locations, following consultation with teaching staff;
- (b) Regular support visits by Diocesan Consultants and Leadership Personnel;
- (c) Teachers to be released to attend identified professional development opportunities available in cities or more focused regional areas;
- (d) The use of technologies including teleconferencing, video conferencing and the use of computer based programs.

S6.6.2 Where teachers are required to travel to attend professional development activities, their travel time arrangements will be determined through a process of negotiations with the employing authority and will generally be in paid work time.

- (a) In circumstances where travel is undertaken outside of paid work time, accommodation will be provided if teachers would need to drive between sunset and sunrise.
- (b) Employers will consider the start and finishing times of planned professional development in light of the travel needs of any participants. Teachers will be provided with accommodation according to Diocesan guidelines in circumstances where they may need to travel significant distances prior to or after required professional development.

S6.6.3 Accommodation, meals and other reasonable associated travel costs shall be paid by the employer in accordance with Diocesan guidelines when staff in remote area and rural schools attend employer-approved in-service or professional development during school term time.

## **S6.7 Use of Employee's Private Vehicle**

S6.7.1 Where use of a school vehicle cannot be provided and a staff member is required to use their own vehicle for any approved, work-related reason (including transport to professional development), appropriate reimbursement to the employee for use of their vehicle will be made.

S6.7.2 Appropriate reimbursement to the employee will be calculated using the vehicle engine size and total distance travelled (as identified on RACQ road maps), in accordance with the kilometre rates prescribed by Diocesan guidelines.

## **S6.8 Palm Island, Thursday Island, Hammond Island and Weipa**

It is acknowledged that special arrangements have been developed for Palm Island, Thursday Island, Hammond Island and Weipa.

Specific arrangements have been developed to address the specific nature of these two centres. Teaching staff in these centres are eligible for the appropriate IPRASS payment along with the following conditions:

#### S6.8.1 Palm Island (Townsville Diocese)

These additional benefits will be extra to the salary paid according to a teacher's normal salary classification.

(a) The IPRASS payment for Palm Island is as follows:

- (i) in years one, an incentive payment of \$2,750 will be paid to eligible employees.
- (ii) in year two, an incentive payment of \$2,750 will be paid to eligible employees.
- (iii) in year three, an incentive payment of \$8,250 will be paid to all eligible employees.
- (iv) in year four, an incentive payment of \$8,250 will be paid to all eligible employees.
- (v) in year five, an incentive payment of \$8,250 will be paid to all eligible employees.
- (vi) in year six, an incentive payment of \$9,750 will be paid to all eligible employees.
- (vii) in year seven and subsequent years, all eligible employees who remain at Palm Island will be paid an incentive payment of \$2,500 per annum.

(b) In addition the following entitlements are available:

- (i) **Furnished Units**  
  
A range of 2, 3 and 4 bedroom furnished units are provided to teachers free of charge.
- (ii) **Pets**  
  
No pets are allowed inside these units or houses.
- (iii) **Furniture**  
  
All units and houses are furnished with basic household items. Tenants are responsible for supplying all linen, cutlery, crockery, cookware, small appliances etc. Beds are supplied in these units/houses. Should other beds be required, it is the responsibility of the tenant to provide.
- (iv) **ITAS (Isolated Teachers' Assistance Scheme).**  
  
Fortnightly payments will be as prescribed in the published Schedule (including increases when applicable).
- (v) **A Return Airfare**  
  
A return airfare for each teacher and resident family members will be provided each term from Palm Island to Townsville. Please note that the intention of this offer is to provide regular breaks away from the closed community, with its restricted services and shopping facilities. Airfares cannot be "saved up" or put towards more expensive arrangements.
- (vi) **Extra Airfares**

Assistance will be considered for one (1) family member e.g. mother, father, sister, brother, husband or children of single teachers to access one (1) return flight each term to and from the island.

(vii) All Reasonable Relocation Costs

All reasonable relocation costs to Palm Island will be paid for by the Catholic Education Office. This will include an annual barge transfer to and from the island of personal effects and household items not able to be taken on the plane. Relocation away from Palm Island will be restricted to travel to Townsville.

(viii) Staff Well-Being

- (A) A three day transfer (consisting of Thursday, Friday & Saturday nights) from Palm Island to Townsville will be provided to a teacher once per term. To facilitate this transfer an allowance of \$500 per term (paid as a taxable allowance) plus the return airfare will be provided by the employer.
- (B) The transfers provided by paragraph (a) may not be cashed out.
- (C) Teachers who access the entitlement in paragraph (a) must return to Palm Island on the Sunday.
- (D) The provision of the return airfare will also apply to family members (spouse and dependent children).
- (E) This clause replaces the two (2) emergent leave days available through the IPRASS Agreement.

S6.8.2 Thursday Island, Hammond Island and Weipa (Cairns Diocese)

(a) The IPRASS payment for Thursday Island, Hammond Island and Weipa are as follows:

- (i) in years one and two, an incentive payment of \$5,500 will be paid to all eligible employees.
- (ii) in year three, an incentive payment of \$11,000 will be paid to all eligible employees.
- (iii) in year four, an incentive payment of \$11,000 will be paid to all eligible employees.
- (iv) in year five, an incentive payment of \$11,000 will be paid to all eligible employees.
- (v) in year six, an incentive payment of \$12,500 will be paid to all eligible employees.
- (vi) In year seven and subsequent years, all teaching staff who remain at Thursday Island or Hammond Island or Weipa will be paid an incentive payment of \$2,500 per annum.

(b) In addition the following entitlements are available:

- (i) Choice between enhanced superannuation and additional ITAS payment  
Teachers may choose between the benefits of enhanced superannuation described at A below or an additional ITAS payment described at B below:

- (A) completed years of service for teaching staff will attract an additional one per cent (1%) employer contribution to superannuation for the duration of service on Thursday Island and Hammond Island; or
- (B) service on Thursday Island and Hammond Island will attract an extra \$20.30 per week in Isolated Teachers' Allowance.

The allowance payment will be reviewed and enhanced on 1 March each year, in accordance with the CPI for Brisbane.

(ii) Accelerated Long Service Leave

From 1 January 1998 all subsequently completed years of service on Thursday Island and Hammond Island will count as double for the purposes of long service leave entitlements. This will apply only to full years of service.

(iii) Reduced Rental

Employer-provided accommodation is available on Thursday and Hammond Islands, in terms outlined at sub-clause S7.5.5 (b) (ii) of this Schedule.

(iv) Pets

Pets are not allowed inside the units.

(v) Furnished Units

Units are furnished, however teachers are required to supply their own bed linen, pillows, towels and tea towels.

(vi) Isolated Teachers' Assistance Scheme (ITAS)

Payments will be as per the published Schedule.

(vii) Annual Airfares Allowance

Each teacher is entitled to an annual airfare allowance, payable in accordance with Diocesan policy. The purpose is to allow the teacher to leave the island for recreation purposes during term breaks, weekends or other approved leave periods.

In 2015, the annual airfare allowance is \$4,200.

- (A) In the event of significant increases in airfare costs, a review of the annual allowances prescribed in this sub-clause may be requested as part of the employing authority's internal annual budget review processes. However, any decision to further enhance the annual airfare allowances beyond the quantum above shall be at the absolute discretion of the employing authority.
- (B) Airfare allowances for teachers at Cooktown are provided for in clause S7.11 of this Schedule.

(viii) Reasonable Relocation Costs

All reasonable relocation costs to Thursday and Hammond Islands and Weipa will be paid by Catholic Education Services. On completion of two years of service, Catholic Education Services will pay for relocation costs to Cairns.

(ix) Freight Allowance – Hammond Island

(A) An annual freight allowance is payable to teachers residing on Hammond Island only, in recognition of the additional costs incurred in transporting household groceries to this location.

(B) The annual freight allowance is \$762.80 per family and \$508.50 for a single teacher.

The allowance payment will be reviewed and enhanced on 1 March each year, in accordance with the CPI for Brisbane.

(C) The annual freight allowance is payable in two instalments, one in June and the other in December.

## **S6.9 Remote Area Secondary Teacher Relocation Support**

### **S6.9.1 Diocesan Secondary School Appointment Processes**

(a) Secondary teachers are appointed to Diocesan secondary colleges at school level following application and selection procedures, including interviews.

(b) The parties acknowledge that secondary schools in remote areas experience difficulty in attracting and retaining suitable teaching staff to maintain a suitable range of curriculum offerings to meet the learning needs of their students, particularly at senior level and with VET courses. They also wish to support teachers who, after a reasonable period of employment within a remote secondary college, wish to obtain a position in a metropolitan or alternate regional centre within their Diocese.

### **S6.9.2 Mechanisms of Relocation Support**

(a) In order to assist secondary teachers employed in remote areas, employers will provide timely notice of vacancies that arise within their Diocesan secondary schools. Employing Authorities will ask secondary schools within the diocese to place notice of teaching vacancies on the Diocesan website, in addition to the school's website.

(b) Diocesan Employing Authorities will receive Expressions of Interest from teachers and will, on request, pass their application on to other schools within their diocese.

(c) Secondary teachers in remote areas may request to meet on site with Diocesan Consultants or Assistants to the Directors – Schools to discuss their options for seeking other Diocesan positions, vacancies, application and selection procedures. In such instances, Diocesan officers will subsequently assist by advising schools of teachers seeking to relocate to metropolitan or alternate regional centres within their Diocese.

### **S6.10 Airfare Assistance (Toowoomba Diocese)**

The Toowoomba Diocese will provide one return airfare to teachers (and immediate family members residing with them) in the locations of Quilpie, Cunnamulla and Charleville to Toowoomba each year.

### **S6.11 Airfare Assistance for Cooktown (Cairns Diocese)**

- (a) Each teacher employed in the location of Cooktown is entitled to an annual airfare allowance, payable in accordance with Diocesan policy. The purpose is to allow the teacher to leave for recreation purposes during term breaks, weekends or other approved leave periods.

In 2015, the annual airfare allowance is \$2,100.

- (b) In the event of significant increases in airfare costs, a review of the annual allowances prescribed in this sub-clause may be requested as part of the employing authority's internal annual budget review processes. However, any decision to further enhance the annual airfare allowances beyond the quantum above shall be at the absolute discretion of the employing authority.