

# Brisbane Catholic Education

---

## Principals' Agreement 2016

**Note - the model flexibility term is taken to be a term of this agreement and can be found at the end of the agreement.**

<b>PART 1 - PRELIMINARY</b>	<b>5</b>
1.1 TITLE	5
1.2 DEFINITIONS	5
1.3 COVERAGE	5
1.4 OPERATION OF AGREEMENT	5
1.5 ACCESS TO THE AWARD AND THE NATIONAL EMPLOYMENT STANDARDS	5
1.6 NO FURTHER CLAIMS	5
1.7 CONSULTATION REGARDING IMPLEMENTATION OF THIS AGREEMENT	6
1.8 CONSULTATION REGARDING MAJOR WORKPLACE CHANGE	6
1.9 PROCEDURES FOR PREVENTING AND SETTLING DISPUTES	7
1.10 AGREEMENT FLEXIBILITY	8
1.11 RETENTION OF EXISTING FAIR MINDED PRACTICES	9
<b>PART 2 – OBJECTIVES OF AGREEMENT</b>	<b>9</b>
2.1 OBJECTIVES OF AGREEMENT	10
<b>PART 3 – TERMS AND CONDITIONS OF EMPLOYMENT</b>	<b>10</b>
3.1 TERMS OF ENGAGEMENT	10
3.2 CONTRACT OF EMPLOYMENT	10
3.3 TERMINATION OF EMPLOYMENT	12
3.4 REDUNDANCY	12
3.5 ROLE DESCRIPTION	14
3.6 EXECUTION OF DUTIES AND TAKING LEAVE	15
3.7 PROFESSIONAL AND CAREER DEVELOPMENT	15
3.8 ACTING PRINCIPALS	15
3.9 CONDITIONS NOT TO BE REDUCED	15
3.10 EQUAL EMPLOYMENT OPPORTUNITY	15
<b>PART 4 – SALARY AND RELATED MATTERS</b>	<b>15</b>
4.1 SALARY AND ALLOWANCES	15
4.2 CLASSIFICATION OF SCHOOLS	16
4.3 INCREMENTS	16

4.4	MOVEMENT WITHIN THE SALARY SCALE	16
4.5	PAYMENT OF SALARIES	17
4.6	SALARY PACKAGING	17
4.7	SUPERANNUATION	17
4.8	APPRAISAL PROCESS	18
<b>PART 5 – INITIATIVES</b>		<b>19</b>
5.1	COMMITMENT TO THE IMPLEMENTATION OF PROGRAMS AND POLICIES	19
5.2	EXPECTATIONS OF PRINCIPALS	20
5.3	PRINCIPAL WELLBEING AND SUSTAINABILITY	20
<b>PART 6 – NON-SALARY BENEFITS</b>		<b>20</b>
6.1	ANNUAL LEAVE	20
6.2	ANNUAL AND PROPORTIONATE PAYMENTS	20
6.3	ANNUAL LEAVE LOADING	21
6.4	LONG SERVICE LEAVE	21
6.5	LONG SERVICE LEAVE AT HALF PAY	22
6.6	PORTABILITY OF LONG SERVICE LEAVE	23
6.7	CASHING OUT LONG SERVICE LEAVE	24
6.8	PERSONAL LEAVE	24
6.9	PORTABILITY OF PERSONAL LEAVE	24
6.10	HEALTH CHECK LEAVE	24
6.11	ACCESS TO LEAVE – TERMINALLY ILL MEMBER OF HOUSEHOLD	25
6.12	SPECIAL RESPONSIBILITY LEAVE	25
6.13	PARENTAL LEAVE	25
6.14	COMPASSIONATE LEAVE	28
6.15	CULTURAL LEAVE	28
6.16	EMERGENCY AND NATURAL DISASTER LEAVE	28
6.17	EXTENDED UNPAID LEAVE	29
6.18	DEFENCE FORCE RESERVE LEAVE	29
6.19	DOMESTIC VIOLENCE LEAVE	30
6.20	JURY SERVICE LEAVE	30

6.21	PAYMENT OF LEAVE	31
6.22	PUBLIC HOLIDAYS	31
6.23	REIMBURSEMENT OF RELOCATION EXPENSES	32
6.24	LOCATION ALLOWANCE	32
6.25	PROFESSIONAL RENEWAL PROGRAM	32
6.26	TRANSPORT ASSISTANCE	33
<b>PART 7 - OTHER MATTERS FOR ON-GOING CONSULTATION</b>		<b>33</b>
7.1.	WORKPLACE STRESS	33
<b>PART 8 – FUTURE RE-NEGOTIATION OF AGREEMENT</b>		<b>34</b>
8.1	RENEWAL OR REPLACEMENT AGREEMENT	34
<b>SCHEDULE 1(A) SALARY SCHEDULE</b>		<b>37</b>
<b>SCHEDULE 1(B) PRINCIPAL’S ALLOWANCE STRUCTURE</b>		<b>45</b>
<b>SCHEDULE 2 LONG SERVICE LEAVE</b>		<b>49</b>
<b>SCHEDULE 3 PAID MATERNITY LEAVE</b>		<b>51</b>
<b>SCHEDULE 4 FAMILY LEAVE</b>		<b>53</b>
<b>SCHEDULE 5 ISOLATED TEACHERS’ ASSISTANCE SCHEME (ITAS)</b>		<b>65</b>
<b>SCHEDULE 6 INCENTIVE PAYMENTS – REMOTE AREA STAFF SCHEME (IPRASS)</b>		<b>73</b>
<b>SCHEDULE 7 BRISBANE CATHOLIC EDUCATION PRINCIPAL’S RELOCATION EXPENSES PROCEDURES</b>		<b>78</b>

## **PART 1 - PRELIMINARY**

### **1.1 Title**

This Agreement shall be known as the Brisbane Catholic Education Principals' Agreement 2016.

### **1.2 Definitions**

- 1.2.1 The term "Executive Director" will include the person holding office for the time being in the Archdiocese of Brisbane as the Executive Director of Catholic Education and his/her successor from time to time, who is delegated to act for and on behalf of The Corporation of the Trustees of the Roman Catholic Archdiocese of Brisbane. 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 "employer" will mean The Corporation of the Trustees of the Roman Catholic Archdiocese of Brisbane, trading as Brisbane Catholic Education.
- 1.2.3 The term "school" will mean a school that is ultimately owned and controlled by the Corporation of the Trustees of the Roman Catholic Archdiocese of Brisbane and includes both parish schools and Archdiocesan schools.
- 1.2.4 The term "Union" will mean the Independent Education Union of Australia – Queensland and Northern Territory Branch.
- 1.2.5 The term "Act" will mean the *Fair Work Act 2009 (Cth)*.
- 1.2.6 The term "NES" will mean the National Employment Standards as set out in the FW Act.
- 1.2.7 The term "Immediate family" is defined in Section 12 of the *Fair Work Act 2009* and means, for the purposes of this Agreement as:
  - a) a spouse (or former spouse), de facto partner, child, parent, grandparent, grandchild or sibling of the principal; or
  - b) a child, parent, grandparent, grandchild or sibling of a spouse (or former spouse) or de facto partner of the principal.

### **1.3 Coverage**

- 1.3.1 This Agreement will cover those Principals who are employed in schools under the control of the Employer, but shall not apply to such persons who are in Holy Orders or are members of a recognised Religious Order and who are in receipt of a stipend.

### **1.4 Operation of Agreement**

- 1.4.1 This Agreement shall operate seven (7) days after approval from the Fair Work Commission and shall remain in force until 30 June 2020 unless otherwise agreed in terms of the provisions of the *Fair Work Act 2009*.
- 1.4.2 Where this agreement provides for a benefit to apply from a date earlier than the date of operation, the employer will apply such benefit from the earlier date to all principals employed at that earlier date.

### **1.5 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 principals.

### **1.6 No Further Claims**

- 1.6.1 There shall be no further wage increases during the life of this Agreement other than that provided for in this Agreement.
- 1.6.2 The Agreement constitutes a closed agreement in settlement of the matters contained herein for the duration of this Agreement. The parties agree that, with the exception of the matters contained in clause 1.6.5, there will be no further claims in regard to the matters set out herein during the life of this Agreement.

1.6.3 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 by application to Fair Work Australia in accordance with the provisions of the *Fair Work Act 2009*.

1.6.4 Any agreed variation to this Agreement will be subject to the same consultation and approval process as that used for this Agreement.

1.6.5 Wage Relativities

- a) 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.
- b) 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.

## **1.7 Consultation Regarding Implementation of this Agreement**

1.7.1 The parties to this Agreement are committed to the maintenance of positive co-operation and on-going dialogue which will maintain and improve the quality of the provision of Catholic Education for students in the Catholic education enterprise covered by this Agreement.

1.7.2 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.

1.7.3 Such consideration will take place as a standing agenda item on the first School's HR Consultative Committee meeting scheduled for each year.

1.7.4 Principals may invite an IEUA-QNT representative to be in attendance at the School's HR Consultative Committee meeting for the duration of discussions relating to the consideration of issues arising out of the implementation of the terms of this Agreement.

## **1.8 Consultation Regarding Major Workplace Change**

1.8.1 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.

1.8.2 "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.

1.8.3 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.

1.8.4 The discussions must commence as early as practicable after a definite decision has been made by the to make the changes referred to in clause 1.8.1.

1.8.5 Where an "in principle" decision is made by the employer to contract out work currently being done by a principal(s), that decision will be deemed to be 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.

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*

- 1.8.6 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 1.8.7 to 1.8.11 apply.
- 1.8.7 The relevant principals may appoint a representative for the purposes of the procedures in this clause.
- 1.8.8 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.
- 1.8.9 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).
- 1.8.10 However, the employer is not required to disclose confidential or commercially sensitive information to the relevant principals.
- 1.8.11 The employer must give prompt and genuine consideration to matters raised about the change by the relevant principals.
- 1.8.12 In this clause: *relevant* principals means the principals who may be affected by a change referred to in clauses 1.8.1 to 1.8.11.

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

*The matters to be dealt with in this procedure shall include all grievances or disputes between a principal 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 principal or to any number of principals.*

- 1.9.1 In the event of a principal having a grievance or dispute the principal shall in the first instance attempt to resolve the matter with the immediate supervisor, 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 principal/s may bypass this level in the procedure.
- 1.9.2 A principal who is a party to the dispute may appoint a representative for the purposes of the procedures in this clause.
- 1.9.3 If the grievance or dispute is not resolved under clause 1.9.1, the principal or the principal'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 principal or the principal's representative.
- 1.9.4 If the grievance involves allegations of unlawful discrimination by a supervisor the principal 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 principal may proceed directly to the process outlined at clause 1.9.6.
- 1.9.5 If the grievance or dispute is still unresolved after discussions mentioned in clause 1.9.3, 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 principal or the principal's nominated industrial representative. A principal 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 1.9.3 will not result in resolution of the dispute.

- 1.9.6 If, after discussion between the parties, or their nominees mentioned in clause 1.9.5, 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 Fair Work Commission.
- 1.9.7 Fair Work Commission may deal with the dispute in two (2) stages:
- a) 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 Fair Work Commission is unable to resolve the dispute at the first stage, Fair Work Commission may then arbitrate the dispute; and make a determination that is binding on the parties.
- (Note: If Fair Work Commission arbitrates the dispute, it may also use the powers that are available to it under the Act.)*

A decision that 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.

- 1.9.8 Whilst all of the above procedure is being followed, normal work shall continue except in the case of a genuine safety issue.
- 1.9.9 The *status quo* existing before the emergence of the grievance or dispute is to continue whilst the above procedure is being followed.
- 1.9.10 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.
- 1.9.11 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.
- 1.9.12 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.

#### **1.10 Agreement Flexibility**

- 1.10.1. Notwithstanding any other provision of this agreement, an employer and an individual principal may agree to vary the application of certain terms of this agreement to meet the genuine individual needs of the employer and the individual principal. The terms the employer and the individual principal 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.
- 1.10.2 The employer and the individual principal must have genuinely made the agreement without coercion or duress.
- 1.10.3 The agreement between the employer and the individual principal must:
- a) be confined to a variation in the application of one or more of the terms listed in clause 1.10.1; and
  - b) result in the principal being better off overall than the principal would have been if no individual flexibility agreement had been agreed to.
- 1.10.4 The agreement between the employer and the individual principal must also:

- a) be in writing, name the parties to the agreement and be signed by the employer and the individual principal and, if the principal is under 18 years of age, the principal's parent or guardian;
  - b) state each term of this agreement that the employer and the individual principal have agreed to vary;
  - c) detail how the application of each term has been varied by agreement between the employer and the individual principal;
  - d) detail how the agreement results in the individual principal being better off overall in relation to the individual principal's terms and conditions of employment; and
  - e) state the date the agreement commences to operate.
- 1.10.5 The employer must give the individual principal a copy of the agreement and keep the agreement as a time and wages record.
- 1.10.6 Except as provided in clause 1.10.4 a) the agreement must not require the approval or consent of a person other than the employer and the individual principal.
- 1.10.7 Where a principal 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 principal'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 principal understands the proposal.
- 1.10.8 The agreement may be terminated:
- a) by the employer or the individual principal 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 principal.
- 1.10.9 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 principal contained in any other term of this agreement.
- 1.11 Retention of Existing Fair Minded Practices**
- 1.11.1 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 wellbeing of workers and to recognise their obligations to their family and the wider community.
  - d) Principals accept the responsibility to fulfil their role with integrity and professional competence.
  - e) Principals 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 principals 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) Principals have the right to collectively bargain.
  - h) Principals have the right to reject an AWA.
  - i) Principals 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) Principals have the right to have reasonable access to union officers in the workplace.
  - k) Principals have the right to access an independent third party, to resolve any matters of dispute relating to their employment.
  - l) Principals and employers have the right to take lawful, reasonable and responsible industrial action in support of their negotiations relating to their employment.

## **PART 2 – OBJECTIVES OF AGREEMENT**

## **2.1 Objectives of Agreement**

The objectives of this agreement provide a framework for the employer and principals to work together in promoting the mission of Catholic schooling in the Archdiocese of Brisbane at both schools' and system levels. The agreement also provides benefits to principals through improved wages and conditions in recognition of their commitment to their role and the implementation of the objectives of this agreement.

The objectives of this agreement are to promote leadership in schools that is focused on improving learning outcomes of students by:

- a) promoting the role of schools in evangelisation on behalf of the Catholic Christian community
- b) continuing curriculum renewal focused in an outcomes approach and consonant with other system-wide curriculum initiatives
- c) developing staff members so that they are assisted to give witness to the mission, values and goals of the Catholic school
- d) supporting the life-long development of the spirituality of staff members drawing upon the Catholic Christian tradition
- e) implementing the *Strategic Renewal* framework and school renewal processes to comply with diocesan and government accountability requirements
- f) developing collaborative and consultative decision-making processes
- g) developing and supporting effective school management and resourcing processes which increase flexibility, responsiveness, transparency and accountability
- h) developing and supporting effective and equitable principal-related processes and practices which select, induct, professionally develop, review and pastorally care for staff
- i) fostering positive relationships amongst local school communities and Archdiocesan agencies which recognise principles of interdependence, subsidiarity, transparency and accountability
- j) fostering commitment by all in Catholic schools to Archdiocesan pastoral and educational initiatives and directions

## **PART 3 – TERMS AND CONDITIONS OF EMPLOYMENT**

### **3.1 Terms of Engagement**

The employer shall provide a Principal on appointment with a contract stating, *inter alia*, the rate of salary as at appointment and other conditions of employment.

### **3.2 Contract of Employment**

3.2.1 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.

#### **3.2.2**

- a) Each person who accepts an appointment as Principal shall be appointed for an initial period of four (4) years.
- b) The Principal may, not later than three (3) months before the expiration of the initial period of four (4) years apply to the employer for a further four (4) year appointment at that school. The appointment beyond the initial period shall be subject to a satisfactory appraisal, as contained in clause 4.9 of this Agreement and shall be on the terms and conditions agreed between the employer and the principal.
- c) Further, the Principal may, not later than three (3) months before the expiration of the second period of four (4) years apply to the employer for a third four (4) year appointment at that school.
- d) Notwithstanding paragraph 3.2.2 c), Principals may apply (based on a Principal's individual circumstances) to the employer for a five (5) year, instead of a four (4) year, appointment, equating to a total period of appointment, of thirteen (13) years instead of twelve (12) years. The approval of a five (5) year, instead of a third four (4) year, appointment will be at the sole discretion of the Executive Director.
- e) Any extension beyond the second appointment period shall be subject to a satisfactory appraisal, as contained in clause 4.8 of this Agreement and shall be on the terms and conditions agreed between the Employer and the Principal.

- f) Any extension beyond a total of twelve (12) years or, in the circumstances identified in paragraph 3.2.2 d) thirteen (13) years at the same school or college, shall be at the sole discretion of the Executive Director.

3.2.3 The principal shall be ineligible to commence duties as a Principal in another school owned and controlled by the employer until the completion of the initial four (4) years of appointment.

3.2.4 In the event that the 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 *Catholic Employing Authorities Single Enterprise Collective Agreement Diocesan School of Queensland 2015 – 2019* and the contract of employment as a Principal shall be at an end.

3.2.5 Notwithstanding the provisions of subclause 3.2.4, an appointee who is not reappointed to a position of Principal at the completion of the third four-year period of contract and/or any subsequent appointments as a Principal within the Archdiocese and who accepts continuity of employment as a teacher shall have his/her gross salary calculated as follows:

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

- 3.2.6 The salaries described at subclause 3.2.5 shall only apply to an appointee who applies for every reasonable and appropriate 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 purposes of this clause, the decision of the employer as to the vacancies for which an appointee is eligible and qualified will be final.

### **3.3 Termination of Employment**

- 3.3.1 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.
- 3.3.2 In lieu of the notice period prescribed in clause 3.3.1, salary equivalent to the notice not given may be paid, or withheld from salary due to the Principal, as the case may be.

### **3.4 Redundancy**

#### **3.4.1 Consultation before terminations**

- a) Where an employer decides that the employer no longer wishes the job the principal 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 principal 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 3.4.1 a) and shall cover the reasons for the proposed terminations, measures to avoid or minimise the terminations and/or their adverse effects on the principals concerned.
- c) For the purpose of the consultation the employer shall, as soon as practicable, provide in writing to the principals 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 principals 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.

#### **3.4.2 Transfer to lower paid duties**

- a) Where a principal is transferred to lower paid duties for reasons set out in clause 3.4.1 the principal shall be entitled to the same period of notice of transfer as the principal would have been entitled to if the principal's employment had been terminated under clause 3.3.
- 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 principal 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 principal; and
  - ii the amounts payable to the principal for the hours including for example, allowances, loadings and penalties; and
  - iii any other amounts payable under the principal's employment contract.

#### **3.4.3 Transmission of business**

- a) Where a business is transmitted from an employer (transmittor) to another employer (transmittee), and a principal who at the time of such transmission was a principal of the transmittor of the business, becomes a principal of the transmittee:
  - i the continuity of the employment of the principal shall be deemed not to have been broken by reason of such transmission; and
  - ii the period of employment which the principal has had with the transmittor or any prior transmittor shall be deemed to be service of the principal with the transmittee.
- b) In clause 3.4.3, '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.

#### **3.4.4 Time off during notice period**

- a) Where a decision has been made to terminate a principal in the circumstances outlined in clause 3.4.1 a), the principal 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 principal has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the principal shall, at the request of the employer, be required to produce proof of attendance at an interview or the principal shall not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.

#### 3.4.5 Notice to Centrelink

Where a decision has been made to terminate principals in the circumstances outlined in clause 3.4.1, 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 principals likely to be affected, the number of workers normally employed and the period over which the terminations are intended to be carried out.

#### 3.4.6 Severance pay

- a) In addition to the period of notice prescribed for ordinary termination in clause 3.3, and subject to further order of Fair Work Australia, an principal whose employment is terminated for reasons set out in clause 3.4.1 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 principal 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.

#### 3.4.7 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 principal in a redundancy situation; and
- b) the particular benefit to the principal is over and above any benefit the principal might obtain from any legislative scheme providing for superannuation benefits (currently the federal Superannuation Guarantee levy).

#### 3.4.8 Principal leaving during notice

A principal whose employment is terminated for reasons set out in clause 3.4.1 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 principal remained with the employer until the expiry of such notice:  
Provided that in such circumstances the principal shall not be entitled to payment in lieu of notice.

#### 3.4.9 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 principal.

#### 3.4.10 Principals with less than one year's service

Clause 3.4 shall not apply to principals with less than one year's continuous service and the general obligation on employers should be no more than to give relevant principals 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 principals of suitable alternative employment.

#### 3.4.11 Principals exempted

Clause 3.4 shall not apply:

- a) where employment is terminated as a consequence of misconduct on the part of the principal; or
- b) to principals engaged for a specific period or task(s); or
- c) to casual principals.

#### 3.4.12 Employers exempted

- a) Subject to an order of the Fair Work Commission, in a particular redundancy case, clause 3.4 shall not apply to an employer including a company or companies that employ principals 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 3.4.12 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.

#### 3.4.13 Exemption where transmission of business

- a) The provisions of clause 3.4.6 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 principal accepts employment with the transmittee which recognises the period of continuous service which the principal had with the transmittor, and any prior transmittor, to be continuous service of the principal with the transmittee; or
  - ii where the principal 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 principal at the time of ceasing employment with the transmittor; and
    - B which recognises the period of continuous service which the principal had with the transmittor and any prior transmittor to be continuous service of the principal with the transmittee.
- b) The Fair Work Commission may amend clause 3.4.13 a) ii if it is satisfied that it would operate unfairly in a particular case, or in the instance of contrived arrangements.

### 3.5 Role Description

#### 3.5.1 The employer shall provide a principal on appointment with a role description which sets out the key functions, result areas and responsibilities of that role.

#### 3.5.2 The principal shall fulfil the role as outlined in the role description along with the duties which include:

- a) The principal shall have control of and be responsible for the efficient running of the school, the administration of school funds, the maintenance of academic standards and the supervision and direction of staff and students at the school.
- b) The principal shall have no power or authority to increase staff for the school unless specifically authorised to do so.
- c) In the case of staff paid by the Catholic education office, approval must be authorised by the Executive Director.
- d) In the case of staff paid from parish funds (i.e. funds of the parish in which the school operates) approval must be authorised by the parish priest.
- e) The principal shall be responsible for the maintenance of the standards of religious education in the school in accordance with Diocesan regulations and parish policies.

- f) The principal shall organise opportunities and co-ordinate activities that are aimed at character building and personal development of the students.
- g) The principal shall in the execution of the role of principal, liaise with the school's board where applicable, the Parents and Friends' Association as well as with members of the wider community.
- h) The principal shall carry out all professional duties of the position in a competent and dedicated manner.

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

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

- 3.6.1 Substantially the whole of the principal's time and attention during school hours 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.
- 3.6.2 The principal shall comply with the directives of the employer in respect of professional standards, administration, professional leadership and religious education.
- 3.6.3 The principal shall conduct the school in accordance with the instructions, regulations and policies promulgated by the employer from time to time.

### **3.7 Professional and Career Development**

- 3.7.1 The parties are committed to on-going professional and career development through:
  - a) Appropriate professional development and professional renewal;
  - b) Appropriate performance management processes;
  - c) Development of professional learning plans;
  - d) Timely advice of vacancies;
  - e) Provision of appropriate support for career development for principals who unsuccessfully apply for further appointments.

### **3.8 Acting Principals**

- 3.8.1 Employees who act in the capacity of principal for a period of four consecutive weeks or more (which may include two weeks school vacation period where Principal Renewal Leave is being accessed) shall be deemed to be performing the role of principal and shall receive the benefits of this Agreement.
- 3.8.2 Notwithstanding the provisions of clause 3.8.1, employees who act in the capacity of principal in circumstances approved at the discretion of the Executive Director will also be deemed to be performing the role of principal and receive the benefits of this Agreement.

### **3.9 Conditions not to be Reduced**

No principal shall suffer a reduction in wages or conditions of employment as a result of the introduction of this Agreement.

### **3.10 Equal Employment Opportunity**

Equal employment opportunity is a program whereby the employer seeks to ensure that policies on recruitment and promotion provide equal opportunity for all principals.

To this end all appointments and promotions shall be based on merit, skills and qualifications.

Through an affirmative action program, the employer shall endeavour to actively and continually identify and remove barriers that impede the achievement of equal employment opportunity.

## **PART 4 – SALARY AND RELATED MATTERS**

### **4.1 Salary and Allowances**

- 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 Brisbane Archdiocese 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 1 (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.
- 4.1.8 In addition to the appropriate salary, a principal may be entitled to Allowances. Schedule 1 (b) *Guidelines for the Application of Allowance Structure* identifies a principal's entitlement to Allowances. Where a principal is entitled to an allowance, that allowance will be paid to the principal. The quantum of such allowances is set out in Schedule 1 (a) of this Agreement.

## **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 with an 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 less than 85 students.

### **4.2.2 Schools with a Combination of Primary and Secondary Student Enrolment**

Notwithstanding the provisions of subclauses 4.2.1, 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 commence at a pay point higher than pay point one (of the classification level applicable to the school) following consideration of the salary the appointee was in receipt of immediately preceding acceptance of an appointment as principal with 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).

- 4.4.2 Notwithstanding the provisions of clause 4.4.1, if the school's enrolment decreases, such that the school's enrolment is 10% below the enrolment required for the school's current classification, and the enrolment of the school remains at this level for greater than twelve (12) months, then the principal's salary shall be adjusted in accordance with the school's new classification at the end of the current four (4) year contract period.
- 4.4.3 Notwithstanding the provisions of clauses 4.4.1, and 4.4.2, if a school's enrolment increases or a principal is subsequently appointed to a school classified at the next higher enrolment level, then the principal shall be paid at the pay point on the new level equal to or greater than the principal's current level of remuneration.
- 4.4.4 Notwithstanding the provisions of clauses 4.4.1, and 4.4.2, if a school's enrolment decreases or a principal is subsequently 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 The date for salary purposes shall be the date of the first state government census usually held in late February or March.

#### **4.5 Payment of Salaries**

Except where otherwise agreed between the employer and the principal, the payment of salary shall be made fortnightly by electronic funds transfer into an account/s nominated by the principal.

#### **4.6 Salary Packaging**

- 4.6.1 All principals shall have the option of entering into a salary packaging arrangement. A salary packaging arrangement may be entered into by mutual agreement between the individual principal and the employer. 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 agreement.
- 4.6.2 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 principal's base salary and allowance (where applicable) set out in Clause 4.1 of this agreement, leave loadings where such apply, and compulsory superannuation payments being met by the employer.
- 4.6.3 The principal's total package shall comprise a cash salary component and an agreed optional range of benefits financed by the principal by salary sacrifice. The cash salary shall not be less than 50% of the principal's TEC less the appropriate superannuation guarantee charge and any voluntary superannuation contributions.
- 4.6.4 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 employer for the benefits provided to the principal. All regulations set down by the Australian Taxation Office shall be followed by the employer.
- 4.6.5 The parties agree to review this remuneration process if and when there is significant change to existing tax laws.
- 4.6.6 The principal may change the election of benefits prior to 31 March each year. The composition of the remuneration package can be altered without affecting the other terms of the contract of employment as a principal.
- 4.6.7 The principal shall be responsible for seeking their own independent advice on the financial implications of accepting payment in accordance with the TEC method, prior to submitting their preferred options to the employer for payment.

#### **4.7 Superannuation**

- 4.7.1 Current employees who are appointed as principal and who were or are participating members of Part 1 of the Catholic Superannuation and Retirement Fund (formerly known as Queensland Roman Catholic

Retirement Plan) shall have within their TEC 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 Catholic Superannuation and Retirement Fund prior to 1st January 1994.

Year	93/4	94/5	95/6	96/7	97/8	98/9	99/0	00/1	01/2	02/3
Percent	9%	9%	10%	10%	10%	10%	10%	10%	10%	10.5%

- 4.7.2 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%.
- 4.7.3 The superannuation guarantee employer contribution shall be payable into a relevant, complying superannuation fund.
- 4.7.4 An employer contribution to a complying superannuation fund shall be made in accordance with 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 and Retirement Fund Trustee shall accept nominations by the employer without the principal's signature. This action would only be taken to ensure fulfilment of the employer's legal obligation.
- 4.7.5 The employer recognises that an increased employer contribution combined with an employee co-payment, delivers a substantial benefit to the principal's superannuation savings.
- 4.7.6 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.
- 4.7.7 The parties recognise that any additional superannuation contributions from principals is a matter of personal 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.
- 4.7.8 The employer shall make available to all principals the following options:
- where the principal makes a co-payment of 3% the employer will make a contribution of 10.75% (inclusive of the Superannuation Guarantee Contribution),
  - where the principal makes a co-payment of 4% the employer will make a contribution of 11.75% (inclusive of the Superannuation Guarantee Contribution),
  - where the principal makes a co-payment of 5% the employer will make a contribution of 12.75% (inclusive of the Superannuation Guarantee Contribution).

Where a principal wishes to access one of the options identified in paragraphs a), b) or c) above, the principal will make written application to their employer.

- 4.7.9 A principal's voluntary superannuation co-payment may be made before tax in accordance with the salary packaging provisions.
- 4.7.10 Where an principal's salary sacrifices all or part of their income to an approved and designated superannuation fund the employer will transfer such salary sacrificed contributions to the designated superannuation fund of each principal within fourteen (14) days of the end of each month.

#### **4.8 Appraisal Process**

- 4.8.1 The principal shall co-operate with such system of appraisal of the performance of duties as principal as set out in subclause 4.8.3 below.
- 4.8.2 Notwithstanding the provisions of this clause, the detail of the appraisal process for an individual principal will take into account the quantum of experience of the individual in the position of principal.
- 4.8.3 The principal shall be required to undergo a process of formative self review each year (this is the Annual

Appraisal referred to in a) below) and a process of summative review at least once every five years (this is the Summative Appraisal referred to in b) below) as follows:-

a) Annual appraisal

The annual appraisal process shall be formative in nature and as such its main purpose is to provide supportive and developmental feedback to the principal. Self appraisal underpins this formative appraisal with validation by a person appointed by the Executive Director.

The following principles shall govern the agreed formative appraisal process:

- i consultation
- ii self review
- iii validation
- iv a written document
- v focus on performance based on the role description
- vi shared responsibility.

Each year the principal with the area supervisor, or an officer appointed by the Executive Director, shall review the principal's performance in the light of collaboratively set goals. Where applicable such review shall be done in consultation with the parish priest. The formative review report shall be available to the principal, the parish priest where applicable, and the Executive Director.

b) Summative Review

The summative review process shall normally be conducted in the final year of a Principal's initial four-year period of appointment as Principal. Subsequent summative reviews shall be conducted at least once every five years, at a time or times set at the discretion of the employer.

A process of summative review may also occur, at the sole discretion of the employer, at any time during the period of the contract of employments as a principal, at a time or times set by the employer.

The summative review process shall be co-ordinated by the Area Supervisor. The summative review shall include consultation with the principal, parish priest where applicable and Area Supervisor or an officer appointed by the employer relative to the principal's performance over the period of review. The summative review report shall be available to the principal, the parish priest where applicable, and the Executive Director.

- 4.8.4 Where it is identified as necessary by the employer, the principal may be subject to a work performance review in accordance with the established guidelines and process which addresses the performance of the principal where such performance is deemed to be unsatisfactory.

## **PART 5 – INITIATIVES**

### **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 employer. 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.

- 5.1.2 Principals therefore reaffirm their commitment to the diligent oversight and implementation of the following programs and processes:

- a) the objectives of this agreement contained in Part 2. above
- b) the initiatives contained in the agreement for school staffs
- c) the religious education guidelines for Brisbane Catholic Education
- d) agreed curriculum reform programs
- e) appraisal and professional development programs for schools staffs.

- 5.1.3 The employer and principals accept a joint responsibility for the negotiation of a program of relevant professional development linked to appraisal outcomes, the school goals and renewal plan.

- 5.1.4 In the context of the school renewal plan and consistent with the appraisal process and outcomes, the principals shall determine and undertake appropriate ongoing professional development outside of school time.
- 5.1.5 The employer and principals accept a joint responsibility for enhancing skills in the use of technology in schools. The provision of appropriate professional development and training shall be subject to the provisions of 5.1.3 and 5.1.4 of this clause.
- 5.1.6 Provided that the employer 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 Expectations of Principals**

- 5.2.1 The role of principal is one of significant leadership with considerable responsibilities covering the areas of Religious Leadership; Educative Leadership; Relational Leadership; Strategic Leadership and Organisational Leadership.
- 5.2.2 The employer recognizes the critical nature of the position of principal and the necessity for incumbents in these positions to be available outside normal school hours in order to meet the requirements of the role.
- 5.2.3 The employer also recognizes the need for principals to have some period of quality down time each year.
- 5.2.4 In an attempt to respond to the needs of principals in maintaining good physical and psychological health, and in integrating their life and family responsibilities outside of the workplace with the demands of the workplace, the employer confirms their preparedness to support principals to identify strategies to achieve some period/s of leave each year.
- 5.2.5 Such strategies could include providing assistance in identifying appropriate delegation responsibilities during leave periods and the appropriate use and management of technology during leave periods.

## **5.3 Principal Wellbeing and Sustainability**

Principals take primary responsibility for their own personal work life balance and maintenance of their own personal medical health and wellness.

The employer is committed to promoting and enhancing the resilience, health and wellness of principals through providing access to the benefits of the Principals' Wellbeing and Sustainability Strategy.

## **PART 6 – NON-SALARY BENEFITS**

### **6.1 Annual Leave**

The NES technically provide that a principal (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, in the four weeks immediately following the final term week of the current school year, unless otherwise agreed between the employer and the principal. 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 principal's length of service for the purposes of clause 6.2.1.
- 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 6.2.2 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 6.2, 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 principal'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 by one of the following methods:

- a) in employer designated pay periods in December each year; or
- b) where a principal has a salary packaging arrangement 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**

*This clause is to read in conjunction with Schedule 2 – Long Service Leave*

6.4.1 Principals shall accrue long service leave at the rate of 1.3 weeks per year of continuous service in accordance with the provisions of Schedule 2 - Long Service Leave.

6.4.2 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 principal 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 The minimum period of leave that may be taken by a principal is normally one (1) week.

- a) In some clearly identified and demonstrated exceptional circumstances a period less than one (1) week, but not less than one (1) day may be approved.
- b) 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.

- 6.4.5 Applying for Long Service Leave;
- a) When accessing a period of long service leave of one week or more, a principal 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 principal. The employer's right to make the final decision will not be diminished by the arrangement.
  - b) When accessing a period of long service leave of less than one week, a principal 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 a principal is unable to provide four (4) weeks' notice, notice shall be given as soon as practicable.
- 6.4.6 Employer Direction to Take Long Service Leave
- a) In the first instance a principal and employer may agree when the principal is to take Long Service Leave (LSL). This will normally occur through the principal applying in accordance with 6.4.5 above, to access their leave.
  - b) Where an employer has concerns that a principal has excess leave, the provisions of paragraphs c) and (d) below will apply. However, before directing a principal to take LSL, discussions will occur in a genuine attempt to achieve agreement as to when such leave is to be taken.
  - c) An employer may direct a principal to take the full period of long service leave accrued within 12 calendar months of the date upon which the principal's accrued entitlement reaches thirteen (13) week and the principal shall so take that leave.
  - d) A principal shall give at least twenty (20) weeks' notice in writing of the direction to take leave. However, where the eligible service has been served with two (2) or more employers, the period of notice shall be nine (9) calendar months for either party.
- 6.4.7 Any period of long service leave taken by a principal is exclusive of any public holiday(s), and/or paid vacation periods.
- 6.4.8 Interaction between Personal/Carer's Leave (Personal Leave and Special Responsibility Leave) and Long Service Leave
- a) A principal may request to have a period of long service leave re-credited and personal leave or carer's leave used instead for a period of illness, or a period of time used as provided in clause 6.12 Special Responsibility Leave, whilst the principal is on long service leave.
  - b) A principal is entitled to have the period of long service leave re-credited where the period of illness, or a period of Special Responsibility Leave, is one calendar week (seven days) or more and the request is accompanied by a medical certificate or other appropriate proof of the reason for the request.
- 6.4.8 When a principal has a period of long service leave re-credited (as provided in clause 6.4.7 a) 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.
- 6.5 Long Service Leave at Half Pay**
- 6.5.1 Accrued long service leave (LSL) may be accessed at half pay, in accordance with clause 6.4. In such circumstances the principal 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 principal was not accessing LSL at half pay.
- 6.5.3 Where a principal accesses LSL at half pay that principal will accrue all leave entitlements on a pro rata basis.
- 6.5.4 Where a principal accesses long service 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 principal 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 principal would otherwise work, will be paid for at half the rate which would have been applicable if the principal was not accessing LSL at half pay.

6.5.6 Where a principal on a period of LSL at half pay becomes ill during such period, the provisions of clause 6.4.7 will apply, except that the:

- a) period of personal leave will be paid for at half the rate which would have been applicable if the principal was not accessing LSL at half pay;
- b) quantum of LSL re-credited to the principal will be half that which would have been applicable if the principal was not accessing LSL at half pay; and
- c) quantum of personal leave debited from the principal's personal leave account will be half that which would have been applicable if the principal was not accessing LSL at half pay.

6.5.7 The provisions of this clause (6.5.7) will apply to principal 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 principal 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 principal 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 (v) below), that principal 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 principal for the Christmas vacation;
- L is the number of weeks actually worked plus the number of weeks debited from the principals 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 principal 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 (iv) and (vi). 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 (iv) and (vi).
- f) Where a principal accesses a period of LSL at half pay and that period extends across two calendar years (as defined in paragraph (v)), that principal will be paid in accordance with this paragraph (paragraph (vi)). For the Christmas vacation at the end of each calendar year the principal 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 LSL at half pay will be paid for at half the rate which would have been applicable if the principal was not accessing LSL at half pay.

## 6.6 Portability of long service leave

6.6.1 Long service leave accruals with Queensland Catholic education employing authorities from the nominated date shall be portable subject to paragraph 6.6.3.

6.6.2 For principals the "nominated date" described in paragraphs 6.6.1 and 6.6.3 is the date identified in Schedule 2, paragraphs S2.4 b), c), d) and e) as appropriate for principals who were employed at that date (or subsequently) by the employers identified in those paragraphs.

- 6.6.3 For the purposes of portability of long service leave:
- a) all continuous service with the principal's employer as at the nominated date shall be portable for the purpose of Long Service Leave accrual; and
  - b) all continuous service, from the nominated date, with a Catholic education employer shall be portable for the purpose of Long Service Leave accrual; and
  - c) there must be continuity of service (as defined by the *Industrial Relations Act 1999 (Qld)*) between Catholic education employing authorities.

#### **6.7 Cashing Out Long Service Leave**

Principals 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:

- a) At least 5 weeks must be retained at any point of time to use as long service leave, in accordance with clause 6.4 and Schedule 2 of this Agreement;
- b) The principal 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 6.7 a) 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);
- c) "Cashing out" of long service leave may only occur once in any 5 year period;
- d) 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
- e) The principal 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.

#### **6.8 Personal Leave**

- 6.8.1 In addition to personal leave entitlements set out in clause 6.8.2 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.

- 6.8.2 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.

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

- 6.8.4 Personal leave entitlements shall be cumulative.

##### **6.8.5 Evidence supporting a claim**

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

#### **6.9 Portability of personal leave**

There will be portability of personal leave among all Catholic education employing authorities within Queensland conditional upon the following:

- a) All personal leave accruing after 12 January 2004 will be portable; and
- b) There must be continuity of service between Catholic education employing authorities.

#### **6.10 Health check leave**

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

- a) Principals 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 principal shall, where practicable, give the employer two (2) weeks' notice prior to taking health check leave.

### **6.11 Access to leave – Terminally ill member of household**

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

### **6.12 Special Responsibility Leave**

*This clause is to be read in conjunction of the provisions of the Family Leave Schedule 4. Where the benefits of this leave are superior to those provided in Schedule 4, this clause will apply.*

#### **6.12.1 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.

#### **6.12.2 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.
- c) The employer will consider the particular circumstances associated with any further application for special responsibility leave beyond the provisions of clauses 6.11, 6.12.1 and 6.12.2. Any additional paid leave may be deducted from accrued personal leave.
- d) 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.

### **6.13 Parental Leave**

- 6.13.1 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.

#### **6.13.2 Paid Maternity or Adoption Leave – Continuing Employees**

- a) All female principals 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 principals engaged on a continuing contract of employment will be entitled to fourteen (14) weeks paid adoption leave on full pay where that principal 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 6.13.2 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 principal entitlements, continue to accrue during the employer-funded part of a principal's period of paid parental leave referred to in clause 6.13.2 a) and b) above.
- g) As described in clause 6.13.3 below, principals 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 a principal is entitled to access in accordance with clause 6.13.4.
- 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.

Clause 6.13.2 h) will, for BCE, commence 1 January 2013 such that a principal accessing any subsequent periods of maternity leave commencing on or after 1 January 2013 will be eligible to receive the payment as outlined in clause 6.13.2 h).

### 6.13.3 Paid Parental Leave at Half Pay

*Where a Principal 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 principal 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 principal was not accessing paid parental leave at half pay.
- c) Where a principal accesses paid parental leave at half pay that principal will accrue all leave entitlements on a pro rata basis.
- d) Where a principal 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 principal consistent with current salary packaging arrangements.
- e) A period of paid parental leave at half pay will be exclusive 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 principal would otherwise work, will be paid for at half the rate which would have been applicable if the principal was not accessing paid parental leave at half pay.
- f) The following provisions will apply to principal 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 principal 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 principal was not accessing paid parental leave at half pay.
  - iv Where a teacher accesses a period of paid parental leave at half pay which is wholly within one calendar year (as defined in paragraph (v) below), that principal 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 principal 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 principal 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 principal 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 principal used by a particular employer. Where an employer employs principal 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 employer employs principal 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 principal will be paid in accordance with this paragraph (paragraph (vi)). For the Christmas vacation at the end of each calendar year the principal 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 principal was not accessing paid parental leave at half pay.

#### 6.13.4 Unpaid Parental Leave

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

In accordance with clause s4.1.13 of *Schedule 4 – Family Leave*, a principal and employer may agree that the principal 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.

#### 6.13.5 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 principal's contract comes to an end before the expiration of the period of paid maternity leave or paid adoption leave, the principal 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.

#### 6.13.6 Paid Spousal (Paternity) Leave

- a) Principals shall be entitled to ten (10) days leave in connection with the birth or adoption of child/children for whom the principal will have responsibility:
  - i This leave is a separate entitlement to the special responsibility leave provisions of the Family Leave Schedule 4 and shall not be deducted from the principal's accrued personal leave.
  - ii Subject to clause 9.13.6 a) iii, the period of leave nominated by the principal will be taken within one month of the 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 A principal will not be required to provide a medical certificate to support such leave.
  - v Principals who are the primary care givers and have accessed paid adoption leave in accordance with clause 6.13.6 b) are not eligible for paid spousal (paternity) leave.
  - vi Part time principals can access paid spousal leave on a pro rata basis. The quantum of paid hours of spousal leave available to a part time principal will be the same as the number of hours which the principal would normally have received in the two week period of leave had the principal attended for work. A part time principal 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 principal 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 principal 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 principal 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 6.13.6 a), a principal will be entitled to five (5) days spousal leave in connection with the birth or adoption of child/children for whom the principal will have responsibility.
  - i This leave is to enable the principal to attend to medical/agency appointments or to care for ill members of the immediate family.
  - ii Such leave shall be deducted from the principal's accrued personal leave.
  - iii An employer may request a doctor's certificate indicating the nature of the illness or other confirmation of medical/agency appointments.

#### **6.14 Compassionate leave**

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

#### **6.15 Cultural Leave**

- 6.15.1 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.
- 6.15.2 Such applications will be considered within the normal leave provisions, guidelines and application procedures.
- 6.15.3 Principals may apply for leave to which they may be entitled e.g. bereavement leave, or may elect to apply for unpaid leave.
- 6.15.4 The employer must not unreasonably refuse the leave.
- 6.15.5 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 principal'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 principal's ability to balance his or her work and family responsibilities.
- 6.15.6 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 principal will be absent.
- 6.15.7 If it is not practicable for the Principal to give the notice before taking the leave, the principal must give the employer notice of the matters in clause 6.15.5 b) and c) at the first opportunity.
- 6.15.8 It is declared that leave provided under this section is a welfare measure for the purposes of the *Anti-Discrimination Act 1991*, section 104.
- 6.15.9 In clause 6.15: *Principal* means an employee who is required by Aboriginal tradition or Island custom to attend an Aboriginal or Torres Strait Islander ceremony.

#### **6.16 Emergency and Natural Disaster Leave**

- 6.16.1 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.
- 6.16.2 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 6.16.3 or are otherwise on approved leave. Subject to clause 6.16.1 principals may be asked to assist with preparing for a reopening of a damaged school.

- 6.16.3 A principal who is prevented from attending the principal'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 principal'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.
- 6.16.4 Access to the leave as in clause 6.16.3 will be coordinated by the employer.
- 6.16.5 The employer and/or principal will make every effort to clarify contact and communication procedures to be used at times of emergencies.
- 6.16.6 The employer may consider additional paid leave in exceptional circumstances or where a principal is affected by more than one disaster or emergency in any year.
- 6.16.7 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.

#### **6.17 Extended Unpaid Leave**

A principal 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 a principal's access to extended unpaid leave associated with parental leave, carer's leave, defence force leave or any other industrial provision.

#### **6.18 Defence Force Reserve Leave**

6.18.1 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.

6.18.2 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.

- 6.18.3 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.
- 6.18.4 The principal shall not be disadvantaged in terms of accrued entitlements during absence on leave with pay for this purpose.
- 6.18.5 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.
- 6.18.6 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 principal.

## **6.19 Domestic Violence Leave**

### **6.19.1 Leave**

A principal, 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.

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

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

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

A principal 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 a principal supports a person who is a member of their immediate family (as defined in clause 1.2.7 of this Agreement) or household.

## **6.20 Jury Service Leave**

- 6.20.1 A principal 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 principal would have been paid if the principal was not absent on jury service.

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

- 6.20.3 Principals 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.
- 6.20.4 If the principal is not required to serve on a jury for a day or part of a day after attending for jury service and the principal would ordinarily be working for all or part of the remaining day, the principal must, if practicable, present for work at the earliest reasonable opportunity.
- 6.20.5 "Ordinary pay" means the rate of pay that a principal 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.

## **6.21 Payment of Leave**

For the purposes of Part 6 of this Agreement, the rate of payment for paid leave will be the rate the principal would have received had the principal attended for work.

## **6.22 Public holidays**

- 6.22.1 A principal 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 principal would ordinarily have been required to perform work on that day.
- 6.22.2 All work done by any principal 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.
- 6.22.3 Double time and a-half
- For the purposes of clause 6.22, 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.
- 6.22.4 Annual show
- Moreover, all work done by a principal 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 date 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 principal and employer must agree on an ordinary working day that is to be treated as a show holiday for all purposes.
- 6.22.5 Notwithstanding any other provision of clause 6.22 when a principal works on a public holiday such principal shall be paid at the rate prescribed by clause 6.22 for the particular holiday or by agreement between the principal 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 a principal subsequently works on the day in lieu of the deferred public holiday, such principal shall be paid in accordance with the other provisions of clause 6.22.2.

### **6.23 Reimbursement of Relocation Expenses**

Principals shall be entitled to the reimbursement of costs associated with the relocation of residence at the expiration of a period of tenure in order to take up any alternative position within the Archdiocese of Brisbane. This reimbursement shall occur in accordance with the guidelines "*Brisbane Catholic Education Principal's Relocation Expenses Procedures*" administrative document contained in Schedule 7.

Proposed variations to these administrative provisions shall be subject to appropriate consultation with and consideration by principals.

### **6.24 Location allowance**

Provisions relating to location allowances are contained within schedules 5 and 6.

Principals appointed to eligible Remote Area Incentive Scheme schools will receive the same allowance payable to Teachers in these schools.

Principals will continue to receive the allowance paid to teachers in their fifth year of service for the full period of the principal's appointment at the Remote Area Incentive Scheme school.

### **6.25 Professional Renewal Program**

6.25.1. The employer is committed to the professional development of Principals and recognises the benefits of self directed professional development hereinafter called "Professional Renewal Leave".

6.25.2. Principals may access the professional renewal leave in accordance with the Brisbane Catholic Education *Principals' Professional Renewal Leave Procedures*.

Proposed variations to these administrative procedures shall be subject to appropriate consultation with principals.

Principals covered by this agreement shall, from 1 January 2004, accrue professional renewal leave at the rate of 5 days per annum for each year of the Principal's contract.

Principals covered by this agreement shall, from 1 January 2004, accrue professional renewal leave funding assistance as follows:

a)	From 1 January 2004	\$1250 per annum
b)	From 1 January 2005	\$1300 per annum
c)	From 1 January 2006	\$1350 per annum
d)	From 1 January 2007	\$1500 per annum
e)	From 1 January 2008	\$1500 per annum
f)	From 1 January 2009	\$1500 per annum
g)	From 1 January 2010	\$1700 per annum
h)	From 1 January 2011	\$1700 per annum
i)	From 1 January 2012	\$1700 per annum
j)	From 1 January 2013	\$2000 per annum
k)	From 1 January 2014	\$2000 per annum
l)	From 1 January 2015	\$2000 per annum
m)	From 1 January 2016 and subsequent years	\$2250 per annum

6.25.3 The professional renewal leave funding assistance and leave provisions are cumulative and principals covered by this agreement are entitled to access such proportionate accruals on an annual basis following their first summative review as principal.

6.25.4 Employees who were employed as a principal prior to 1 January 2004 and who had an entitlement in accordance with the professional renewal program previously applicable will have any entitlement, which was untaken as at 1 January 2004, carried forward and be able to access such an entitlement in addition to the entitlements provided by clause 6.25.

6.25.5 It is recognised that 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 with their roles as principals. Reasonable effort will be made by principals to access professional renewal leave in a timely manner in the period following the Principal Performance Appraisal and within a five year period following that Appraisal.

- 6.25.6 Notwithstanding the provisions of this clause, principals who are new to the role may access 50% of their professional renewal leave and funding within the first two years of their initial appointment to the role on the basis that such leave and funding is accessed from the principal's accrual of same.
- 6.25.7 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 (6.25). The mechanism for accessing such leave and/or allowance will be agreed between the principal and the employer.
- 6.25.8 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 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 (6.25). The mechanism for accessing such leave and/or allowance will be agreed between the principal and the employer.
- 6.25.9 Where an employee moves from employment as a principal with another Diocesan Catholic Education employer in Queensland to an appointment as a principal with the employer, the employer agrees to recognize such previous service as principal as though it is service with the employer for the purposes of accruing an entitlement in accordance with this clause (6.25). This recognition of service will be conditional upon the following:
- 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).
  - b) That the service will only be recognized to the extent of any unused Professional Renewal Leave entitlement accrued with another Diocesan Catholic Education Employing Authority in Queensland.

## **6.26 Transport Assistance**

Principals may access transport assistance for work-related travel associated with the role of principal in accordance with the *Brisbane Catholic Education Motor Vehicle Policy*.

Proposed variations to this policy shall be subject to appropriate consultation with and consideration by principals.

## **PART 7 - OTHER MATTERS FOR ON-GOING CONSULTATION**

### **7.1. Workplace Stress**

#### **7.1.1 Preamble**

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

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 principal 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 principal

- b) regular feedback and recognition of performance
- c) clear goals for principals in line with organisational goals
- d) principal input into decision-making and career progression
- e) consistent and fair management actions.

#### 7.1.2 Implementation

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

#### 7.1.3 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.

#### 7.1.4 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.

#### 7.1.5 Control Strategies

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

### **PART 8 – FUTURE RE-NEGOTIATION OF AGREEMENT**

#### **8.1 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.

Signed for and on behalf of the Corporation of the Trustees  
of the Roman Catholic Archdiocese of Brisbane (Brisbane  
Catholic Education)

In the presence of:

(ABN 49 991 006 857)

Postal Address:

Brisbane Catholic Education

GPO Box 1201

BRISBANE QLD 4001

Pam Betts  
(signature)

Colleen  
(witness to sign)

PAMELA ANN BETTS  
(print name)

COLLEEN O'DEA  
(print name)

EXECUTIVE DIRECTOR  
(position)

EXECUTIVE ASSISTANT  
(position)

Signed for and on behalf of the Independent Education  
Union of Australia-Queensland and Northern Territory  
Branch

In the presence of:

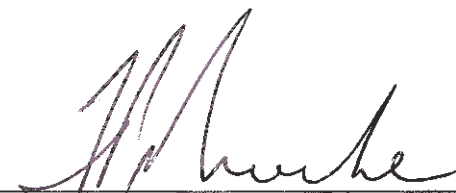
(ABN 74 662 601 045)

Postal Address:

IEUA-QNT

PO Box 418

FORTITUDE VALLEY QLD 4005

  
(signature)

  
(witness to sign)

Terence P. BURKE  
(print name)

Tessa McKenzie  
(print name)

Branch Secretary  
(position)

Clerical Officer  
(position)

**SCHEDULE 1(a) Salary Schedule**

**BRISBANE CATHOLIC EDUCATION PRINCIPALS' AGREEMENT 2016 – Salary Scale - 2.5% effective 01/07/2015**

Level	Step	01.07.2015	01.07.2015	01.07.2015
		2.5% Annual	2.5% F/nightly	2.5% Full Time Hourly
<b>Level 1</b> <b>P &lt; 85</b>	1	\$112,027	\$4,294.00	\$71.5667
	2	\$114,488	\$4,388.30	\$73.1383
	3	\$117,063	\$4,487.00	\$74.7833
	4	\$119,745	\$4,589.80	\$76.4967
	5	\$122,560	\$4,697.70	\$78.2950
<b>Level 2</b> <b>P 86 - 180</b>	1	\$117,498	\$4,503.70	\$75.0617
	2	\$120,081	\$4,602.70	\$76.7117
	3	\$122,776	\$4,706.00	\$78.4333
	4	\$125,596	\$4,814.10	\$80.2350
	5	\$128,542	\$4,927.00	\$82.1167
<b>Level 3</b> <b>P 181 -320</b>	1	\$123,256	\$4,724.40	\$78.7400
	2	\$125,959	\$4,828.00	\$80.4667
	3	\$128,785	\$4,936.30	\$82.2717
	4	\$131,746	\$5,049.80	\$84.1633
	5	\$134,840	\$5,168.40	\$86.1400
<b>Level 4</b> <b>P 321 - 450</b> <b>S &lt; 350</b>	1	\$129,755	\$4,973.50	\$82.8917
	2	\$132,609	\$5,082.90	\$84.7150
	3	\$135,581	\$5,196.80	\$86.6133
	4	\$138,696	\$5,316.20	\$88.6033
	5	\$141,957	\$5,441.20	\$90.6867
<b>Level 5</b> <b>P 451 - 650</b> <b>S 351 - 520</b>	1	\$137,329	\$5,263.80	\$87.7300
	2	\$140,353	\$5,379.70	\$89.6617
	3	\$143,502	\$5,500.40	\$91.6733
	4	\$146,789	\$5,626.40	\$93.7733
	5	\$150,243	\$5,758.80	\$95.9800
<b>Level 6</b> <b>P 651 - 800</b> <b>S 521 - 670</b>	1	\$142,719	\$5,470.40	\$91.1733
	2	\$145,850	\$5,590.40	\$93.1733
	3	\$149,126	\$5,716.00	\$95.2667
	4	\$152,544	\$5,847.00	\$97.4500
	5	\$156,131	\$5,984.50	\$99.7417
<b>Level 7</b> <b>P 801 - 1200</b> <b>S 671 - 1100</b>	1	\$150,733	\$5,777.60	\$96.2933
	2	\$154,036	\$5,904.20	\$98.4033
	3	\$157,496	\$6,036.80	\$100.6133
	4	\$161,109	\$6,175.30	\$102.9217
	5	\$164,897	\$6,320.50	\$105.3417
<b>Level 8</b> <b>P &gt; 1200</b> <b>S &gt; 1100</b>	1	\$158,234	\$6,065.10	\$101.0850
	2	\$161,709	\$6,198.30	\$103.3050
	3	\$165,343	\$6,337.60	\$105.6267
	4	\$169,134	\$6,482.90	\$108.0483
	5	\$173,108	\$6,635.20	\$110.5867

**ALLOWANCES****Increase 2.5% effective 01/07/2015****Principal's Allowance for School Characteristics**

	<b>Annual</b>	<b>F/nightly</b>
1 Point	\$2,105	\$80.70
2 Points	\$4,211	\$161.40
3 Points	\$6,316	\$242.10
4 Points	\$8,422	\$322.80
5 Points	\$10,527	\$403.50
6 Points	\$12,632	\$484.20
7 Points	\$14,738	\$564.90
8 Points	\$16,843	\$645.60
9 Points	\$18,949	\$726.30
10 Points	\$21,054	\$807.00

**BRISBANE CATHOLIC EDUCATION PRINCIPALS' AGREEMENT 2016 – Salary Scale - 2.5% effective 01/07/2016**

Level	Step	01.07.2016	01.07.2016	01.07.2016
		2.5% Annual	2.5% F/nightly	2.5% Full Time Hourly
<b>Level 1</b>	1	\$114,829	\$4,401.40	\$73.3567
<b>P &lt; 85</b>	2	\$117,350	\$4,498.00	\$74.9667
	3	\$119,990	\$4,599.20	\$76.6533
	4	\$122,737	\$4,704.50	\$78.4083
	5	\$125,623	\$4,815.10	\$80.2517
<b>Level 2</b>	1	\$120,436	\$4,616.30	\$76.9383
<b>P 86 - 180</b>	2	\$123,084	\$4,717.80	\$78.6300
	3	\$125,847	\$4,823.70	\$80.3950
	4	\$128,738	\$4,934.50	\$82.2417
	5	\$131,756	\$5,050.20	\$84.1700
<b>Level 3</b>	1	\$126,337	\$4,842.50	\$80.7083
<b>P 181 - 320</b>	2	\$129,108	\$4,948.70	\$82.4783
	3	\$132,004	\$5,059.70	\$84.3283
	4	\$135,038	\$5,176.00	\$86.2667
	5	\$138,211	\$5,297.60	\$88.2933
<b>Level 4</b>	1	\$132,998	\$5,097.80	\$84.9633
<b>P 321 - 450</b>	2	\$135,925	\$5,210.00	\$86.8333
<b>S &lt; 350</b>	3	\$138,970	\$5,326.70	\$88.7783
	4	\$142,163	\$5,449.10	\$90.8183
	5	\$145,505	\$5,577.20	\$92.9533
<b>Level 5</b>	1	\$140,762	\$5,395.40	\$89.9233
<b>P 451 - 650</b>	2	\$143,862	\$5,514.20	\$91.9033
<b>S 351 - 520</b>	3	\$147,089	\$5,637.90	\$93.9650
	4	\$150,460	\$5,767.10	\$96.1183
	5	\$154,000	\$5,902.80	\$98.3800
<b>Level 6</b>	1	\$146,288	\$5,607.20	\$93.4533
<b>P 651 - 800</b>	2	\$149,497	\$5,730.20	\$95.5033
<b>S 521 - 670</b>	3	\$152,855	\$5,858.90	\$97.6483
	4	\$156,358	\$5,993.20	\$99.8867
	5	\$160,034	\$6,134.10	\$102.2350
<b>Level 7</b>	1	\$154,501	\$5,922.00	\$98.7000
<b>P 801 - 1200</b>	2	\$157,887	\$6,051.80	\$100.8633
<b>S 671 - 1100</b>	3	\$161,433	\$6,187.70	\$103.1283
	4	\$165,137	\$6,329.70	\$105.4950
	5	\$169,019	\$6,478.50	\$107.9750
<b>Level 8</b>	1	\$162,189	\$6,216.70	\$103.6117
<b>P &gt; 1200</b>	2	\$165,753	\$6,353.30	\$105.8883
<b>S &gt; 1100</b>	3	\$169,476	\$6,496.00	\$108.2667
	4	\$173,363	\$6,645.00	\$110.7500
	5	\$177,436	\$6,801.10	\$113.3517

**ALLOWANCES****Increase 2.5% effective 01/07/2016****Principal's Allowance for School Characteristics**

	<b>Annual</b>	<b>F/nightly</b>
1 Point	\$2,158	\$82.70
2 Points	\$4,315	\$165.40
3 Points	\$6,473	\$248.10
4 Points	\$8,630	\$330.80
5 Points	\$10,788	\$413.50
6 Points	\$12,946	\$496.20
7 Points	\$15,103	\$578.90
8 Points	\$17,261	\$661.60
9 Points	\$19,418	\$744.30
10 Points	\$21,576	\$827.00

**BRISBANE CATHOLIC EDUCATION PRINCIPALS' AGREEMENT 2016 – Salary Scale - 2.5% effective 01/07/2017**

Level	Step	01.07.2017	01.07.2017	01.07.2017
		2.5% Annual	2.5% F/nightly	2.5% Full Time Hourly
Level 1 P < 85	1	\$117,699	\$4,511.40	\$75.1900
	2	\$120,285	\$4,610.50	\$76.8417
	3	\$122,990	\$4,714.20	\$78.5700
	4	\$125,805	\$4,822.10	\$80.3683
	5	\$128,764	\$4,935.50	\$82.2583
Level 2 P 86 - 180	1	\$123,447	\$4,731.70	\$78.8617
	2	\$126,160	\$4,835.70	\$80.5950
	3	\$128,993	\$4,944.30	\$82.4050
	4	\$131,957	\$5,057.90	\$84.2983
	5	\$135,051	\$5,176.50	\$86.2750
Level 3 P 181 - 320	1	\$129,497	\$4,963.60	\$82.7267
	2	\$132,335	\$5,072.40	\$84.5400
	3	\$135,304	\$5,186.20	\$86.4367
	4	\$138,414	\$5,305.40	\$88.4233
	5	\$141,665	\$5,430.00	\$90.5000
Level 4 P 321 - 450 S < 350	1	\$136,322	\$5,225.20	\$87.0867
	2	\$139,325	\$5,340.30	\$89.0050
	3	\$142,445	\$5,459.90	\$90.9983
	4	\$145,716	\$5,585.30	\$93.0883
	5	\$149,142	\$5,716.60	\$95.2767
Level 5 P 451 - 650 S 351 - 520	1	\$144,282	\$5,530.30	\$92.1717
	2	\$147,459	\$5,652.10	\$94.2017
	3	\$150,765	\$5,778.80	\$96.3133
	4	\$154,222	\$5,911.30	\$98.5217
	5	\$157,851	\$6,050.40	\$100.8400
Level 6 P 651 - 800 S 521 - 670	1	\$149,946	\$5,747.40	\$95.7900
	2	\$153,235	\$5,873.50	\$97.8917
	3	\$156,677	\$6,005.40	\$100.0900
	4	\$160,266	\$6,143.00	\$102.3833
	5	\$164,036	\$6,287.50	\$104.7917
Level 7 P 801 - 1200 S 671 - 1100	1	\$158,365	\$6,070.10	\$101.1683
	2	\$161,834	\$6,203.10	\$103.3850
	3	\$165,469	\$6,342.40	\$105.7067
	4	\$169,265	\$6,487.90	\$108.1317
	5	\$173,246	\$6,640.50	\$110.6750
Level 8 P > 1200 S > 1100	1	\$166,244	\$6,372.10	\$106.2017
	2	\$169,896	\$6,512.10	\$108.5350
	3	\$173,713	\$6,658.40	\$110.9733
	4	\$177,697	\$6,811.10	\$113.5183
	5	\$181,871	\$6,971.10	\$116.1850

**ALLOWANCES****Increase 2.5% effective 01/07/2017****Principal's Allowance for School Characteristics**

	<b>Annual</b>	<b>F/nightly</b>
1 Point	\$2,212	\$84.80
2 Points	\$4,425	\$169.60
3 Points	\$6,637	\$254.40
4 Points	\$8,849	\$339.20
5 Points	\$11,062	\$424.00
6 Points	\$13,274	\$508.80
7 Points	\$15,487	\$593.60
8 Points	\$17,699	\$678.40
9 Points	\$19,911	\$763.20
10 Points	\$22,124	\$848.00

**BRISBANE CATHOLIC EDUCATION PRINCIPALS' AGREEMENT 2016 – Salary Scale – 2.5% effective 01/07/2018**

Level	Step	01.07.2018	01.07.2018	01.07.2018
		2.5% Annual	2.5% F/nightly	2.5% Full Time Hourly
Level 1 P < 85	1	\$120,642	\$4,624.20	\$77.0700
	2	\$123,293	\$4,725.80	\$78.7633
	3	\$126,066	\$4,832.10	\$80.5350
	4	\$128,952	\$4,942.70	\$82.3783
	5	\$131,983	\$5,058.90	\$84.3150
Level 2 P 86 - 180	1	\$126,533	\$4,850.00	\$80.8333
	2	\$129,314	\$4,956.60	\$82.6100
	3	\$132,218	\$5,067.90	\$84.4650
	4	\$135,255	\$5,184.30	\$86.4050
	5	\$138,427	\$5,305.90	\$88.4317
Level 3 P 181 -320	1	\$132,734	\$5,087.70	\$84.7950
	2	\$135,643	\$5,199.20	\$86.6533
	3	\$138,688	\$5,315.90	\$88.5983
	4	\$141,874	\$5,438.00	\$90.6333
	5	\$145,208	\$5,565.80	\$92.7633
Level 4 P 321 - 450 S < 350	1	\$139,729	\$5,355.80	\$89.2633
	2	\$142,808	\$5,473.80	\$91.2300
	3	\$146,006	\$5,596.40	\$93.2733
	4	\$149,359	\$5,724.90	\$95.4150
	5	\$152,870	\$5,859.50	\$97.6583
Level 5 P 451 - 650 S 351 - 520	1	\$147,890	\$5,668.60	\$94.4767
	2	\$151,146	\$5,793.40	\$96.5567
	3	\$154,535	\$5,923.30	\$98.7217
	4	\$158,078	\$6,059.10	\$100.9850
	5	\$161,798	\$6,201.70	\$103.3617
Level 6 P 651 - 800 S 521 - 670	1	\$153,695	\$5,891.10	\$98.1850
	2	\$157,065	\$6,020.30	\$100.3383
	3	\$160,593	\$6,155.50	\$102.5917
	4	\$164,274	\$6,296.60	\$104.9433
	5	\$168,138	\$6,444.70	\$107.4117
Level 7 P 801 - 1200 S 671 - 1100	1	\$162,325	\$6,221.90	\$103.6983
	2	\$165,881	\$6,358.20	\$105.9700
	3	\$169,606	\$6,501.00	\$108.3500
	4	\$173,496	\$6,650.10	\$110.8350
	5	\$177,577	\$6,806.50	\$113.4417
Level 8 P > 1200 S > 1100	1	\$170,400	\$6,531.40	\$108.8567
	2	\$174,143	\$6,674.90	\$111.2483
	3	\$178,057	\$6,824.90	\$113.7483
	4	\$182,140	\$6,981.40	\$116.3567
	5	\$186,418	\$7,145.40	\$119.0900

**ALLOWANCES****Increase 2.5% effective 01/07/2018****Principal's Allowance for School Characteristics**

	<b>Annual</b>	<b>F/nightly</b>
1 Point	\$2,267	\$86.90
2 Points	\$4,534	\$173.80
3 Points	\$6,801	\$260.70
4 Points	\$9,069	\$347.60
5 Points	\$11,336	\$434.50
6 Points	\$13,603	\$521.40
7 Points	\$15,870	\$608.30
8 Points	\$18,137	\$695.20
9 Points	\$20,404	\$782.10
10 Points	\$22,672	\$869.00

## SCHEDULE 1(b) Principal's Allowance Structure

### BRISBANE CATHOLIC EDUCATION PRINCIPALS' AGREEMENT GUIDELINES FOR THE APPLICATION OF ALLOWANCE STRUCTURE

#### 1. Allowance structure:

School Characteristics	Allowance
Structural Characteristics	
Split campus	
2 sites	1 point*
more than 2 sites	2 points*
School structure	
P - 10 School	1 point*
P - 12 School	3 points*
5 - 12 School	2 points*
Principals with whole school financial responsibility	2 points*
Principals with responsibility for attached facility – OSHC	1 point*
Ecumenical schools	2 points*
School of special character	2 – 5 points*
Boarding school	2 – 10 points*

#### 2. Date of operation:

The allowance structure will be effective from 1 January 2004.

#### 3. Eligibility for payment of allowances:

##### 3.1 For school structural characteristics:

A Principal will be eligible for the applicable school structural characteristic allowance, as detailed in 1. above, if a school's structural characteristics fulfil any of the following definitions:

**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.

**P - 10 School** - A school is considered to be a P - 10 school if the schools' enrolment is comprised of classes from pre-school, prep year or year 1 to year 10.

**P - 12 School** - A school is considered to be a P - 12 school if the schools' enrolment is comprised of classes from pre-school, prep year or year 1 to year 12.

**5 - 12 School** - A school is considered to be a 5 - 12 school if the schools' enrolment is comprised of classes from years 5 to 12.

**Principals with whole school financial responsibility** - A principal is considered to have whole school financial responsibility where they have significant responsibility for all finances, including the staffing budget. The ultimate financial responsibility resides with the employer.

**Principals with responsibility for attached facility – 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.

**Ecumenical School** – A school is considered to be an ecumenical school if the school has been set up as such and is run in partnership with another faith(s).

Payment of the relevant school structural characteristic allowance will be paid effective from when the school's structure fulfils any of the above definitions.

### 3.2 For schools of special character:

A school is considered to be a school of special character if the **employer** declares it so. In making a determination to declare a school one of special character and also making a determination on the appropriate allocation of allowance points the **employer** will generally take the following into account:

- the specific purpose of the schools as espoused in its mission statement;
- the significant percentages of ATSI students;
- the significant percentages of special needs students;
- other significant factors as determined by the **employer**.

Generally, the criteria, as detailed in Table 1 below, will be applied to determine a Principal's eligibility to receive a school of special character allowance.

If a school's characteristics change such that the percentage of enrolments of ATSI, ESL or Special Needs students increase above the relevant percentage threshold, as detailed in table 1 below, the principals' eligibility for payment of the relevant number of allowance points will be adjusted and backdated to the beginning of the current year.

If a school's characteristics change so that the percentage of enrolments of ATSI, ESL or Special Needs students decrease such that it is 10% below the relevant percentage threshold, as detailed in table 1 below, for a period of 12 months, the principals' eligibility for payment of the relevant number of allowance points (between 2 and 5 points) will be adjusted at the end of the current four (4) year contract period.

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

NB: For the purposes of determining whether a principal is eligible to receive payment of a 'school of special character' allowance due to the number of special needs students enrolled at their school, special needs students will include those students ascertained at levels 4, 5 & 6.

### 3.3 For boarding schools:

A Principal will be eligible for the applicable boarding school allowance as detailed in 1. above, if their school fulfils the definition of a boarding school.

A boarding school is one at which residential students remain on site during school terms and the principal has the responsibility for the boarding facility.

A range of between 2 and 10 points is allocated to cover the significant complexity in existence in boarding schools. In making a determination about the appropriate allocation of allowance points the **employer** 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 **employer**.

If a boarding school's characteristics, as detailed in table 2 below, change such that the employer believes that the level of complexity of the boarding school impacts on the complexity of the role of the principal, the principals' eligibility for payment of the relevant allowance points (between 2 and 10 points) will be adjusted effective from when the boarding school's characteristics changed.

#### **4. Census data used to determine eligibility:**

The census used to determine a principal's eligibility to receive allowances will be the first state census, usually held in late February or March. This is the same census used for salary classification determination purposes.

#### **5. Payment of multiple allowances:**

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

- 1) Allowances are paid up to a ceiling value of 10 points not inclusive of points allocated for boarding schools.
- 2) The boarding schools allowance is paid in addition to any other allowances for which a school may be eligible.

#### **6. Appeals:**

Appeals by principals with regard to the employer's determination of their eligibility for payment of allowances, according to the characteristics of their school, will need to be forwarded to the employer 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.

Employing authorities may wish to discuss any appeal they receive with other employing authorities prior to making a final determination on a principals' eligibility. This element of moderation will assist in promoting consistency of the application of allowances across the five Queensland Catholic education dioceses.

**Table 1: Schools of special character**

Percentage of school enrolments	Allowance points
<b>ATSI students</b>  20 – 40% 41 – 60% 61 – 80% 81 – 100%	  2 3 4 5
<b>ESL students</b>  20 – 40% 41 – 60% 61 – 80% 81 – 100%	  2 3 4 5
<b>Special needs students</b>  20 – 26% 27 – 33% 34 – 40% 41 – 100%	  2 3 4 5
<b>Schools with regional bases for consultants</b>  3 – 5 consultants 6 < consultants	  1 2

**Table 2: Boarding school characteristics**

Characteristic	Allowance points
<ul style="list-style-type: none"> <li>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>&gt; 301 boarders</li> </ul> </li> </ul> <p>Other factors affecting complexity of role of principal:</p> <ul style="list-style-type: none"> <li>Location of the boarding facility in relation to school</li> <li>Make-up of boarders i.e. co-educational vs single sex</li> <li>Status of boarders i.e. full-time or part-time</li> <li>Level of delegated authority to a boarding supervisor</li> <li>Other significant factors as determined by the employer</li> </ul>	  2 3 4 5

## **SCHEDULE 2 Long Service Leave**

### **S2.1 Application of Schedule**

Schedule 2 shall apply to all teachers employed in schools conducted by Catholic Education Employing Authorities but shall not apply to such teachers as are in Holy Orders or are members of a recognised Religious Teaching Order.

This Schedule shall be read subject to the provisions of this Agreement.

### **S2.2 Definitions**

- a. "Eligible service" means 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.
- b. Long service leave entitlements not to be reduced
- c. Nothing in Schedule 2 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 Schedule 2.

### **S2.4 Amount of long service leave**

- a. 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:
  - i. In respect of eligible service completed prior to the date of commencement in accordance with the Act.
  - ii. In respect of 10 years' eligible service undertaken as from the dates specified from the various individual Employers hereunder-13 weeks' long service leave.
- b. As from 1st January, 1973-Teachers employed by the Sacred Heart Fathers;
- c. 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;
- d. As from 1st January, 1983-Teachers employed by the Mercy Sisters (Cairns);
- e. 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).
- f. In respect of a further or subsequent 10 years' eligible service completed after the date of commencement-13 weeks long service leave.

### **S2.5 Mode of taking leave**

- a) A teacher may apply to take long service leave as from the date of commencement in respect of 7 years of continuous service notwithstanding the fact that the period of leave entitlement accrued may be less than 13 weeks.
- b) An employer may direct a teacher to take the full period of long service leave accrued within 12 calendar months of the date upon which the teacher's accrued entitlement reaches 13 weeks and the teacher shall so take that leave.
- c) The minimum and maximum periods of leave that may be taken shall be 1 day in exceptional circumstances (see clause 6.4.4 of this Agreement) and 13 weeks respectively, with the proviso that where a teacher has accrued 26 weeks leave entitlement at the date of commencement, the teacher shall be granted leave up to a maximum at one time of 26 weeks.
- d) A teacher shall give at least twenty (20) weeks' notice in writing of the teacher's intention to take leave of one week or more.

A teacher shall give at least four (4) weeks' notice in writing in normal circumstances (see clause 6.4.5 of this Agreement for other notice requirements) of the teacher's intention to take leave of less than one week.

An employer shall give at least 6 calendar months' notice in writing of the direction to take leave, with the proviso that where the eligible service shall have been served with 2 or more employers, the period of notice shall be 9 calendar months for either party.

### **S2.6 Payment in lieu**

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

**S2.7 Financial provisions**

An employer shall be liable as between itself and a teacher or a personal representative to pay the whole of the amount to which a teacher or the teacher's personal representative is entitled by way of payment for long service leave.

**S2.8 Transitional arrangements**

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 clause S2.3(a) 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.

**S2.9 Date of operation**

Schedule S2 takes effect from 30 June 2005. Schedule 2 replaces the Teachers-Catholic Schools (Long Service Leave Scheme) Industrial Agreement.

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

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

#### **S3.1 Paid maternity leave**

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

#### **S3.2 Interaction with Schedule 4**

S3.2.1 The provisions of Schedule 4 of this Agreement apply to principals covered by this Agreement.

S3.2.2 The period of paid leave shall be deemed to be the first fourteen weeks of the leave taken by the principal, provided that the period of paid leave will not include any school vacation time.

#### **S3.3 Eligibility for paid leave**

S3.3.1 Principals who have at least one year's continuous service with the employer shall be entitled to paid maternity leave.

S3.3.2 Fixed period principals 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.

S3.3.3 Where the contract period of a fixed period principal ends during the period of Maternity Leave, that principal 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.

S3.3.4 Where a principal is on Maternity Leave and successfully applies for a subsequent period of Maternity Leave, that principal will be entitled to a further fourteen weeks paid maternity leave payable from the date of confinement of the subsequent child.

S3.3.5 Where an principal is on an extended period of leave without pay, and that principal becomes pregnant, no entitlement to paid maternity leave would accrue.

#### **S3.4 Payment for leave**

S3.4.1 The principal shall receive payment based on her normal average weekly earnings for the six weeks immediately preceding the date upon which she proceeds on leave.

S3.4.2 The principal 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 principal shall be paid in accordance with the normal fortnightly pay cycle:

- a where an principal 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 principal shall be entitled to retain such payment, subject to the principal remaining on leave for a minimum of fourteen weeks;
- b where an principal is paid in accordance with the normal fortnightly pay cycle, and the pregnancy subsequently results in a miscarriage or a still birth, the principal 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.

#### **S3.5 Paid maternity leave and other entitlements**

S3.5.1 The period of paid maternity leave shall count as service for all purposes.

S3.5.2 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 principal 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 principal shall only be entitled to be paid for the leave taken.

S3.5.3 The period of paid maternity leave shall be inclusive of statutory holidays that may fall within the period.

S3.5.4 In accordance with the Family Leave provisions (Schedule 4), provided that the aggregate of leave does not exceed 52 weeks, an principal 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.

**S3.6 Availability of personal leave during paid maternity leave**

Except as provided by the Family Leave provisions (Schedule 4), paid personal leave or other paid authorised absences (excluding annual leave or long service leave) shall not be available to a principal during her absence on paid maternity leave.

## **SCHEDULE 4 Family Leave**

### **S4.1 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 S10.1.3(b), S10.1.3(c) or S10.1.3(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.

#### **S4.1.2 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.

#### **S4.1.3 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.

#### **S4.1.4 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.

#### **S4.1.5 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.

#### **S4.1.6 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.

#### **S4.1.7 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.

#### **S4.1.8 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.

#### **S4.1.9 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.
- (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.

#### **S4.1.10 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)

#### **S4.1.11 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 (S4.1.12) 'other paid leave' means paid leave authorized by law or by an industrial instrument or employment contract.

#### **S4.1.12 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.

#### **S4.1.13 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 S4.1.2(e)(i).

#### **S4.1.14 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.

#### **S4.1.15 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.

#### **S4.1.16 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.

#### **S4.1.17 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; or
    - 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*.

#### **S4.1.18 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.

#### **S4.1.19 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.

#### **S4.1.20 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.

#### **S4.1.21 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.

#### **S4.1.22 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.

#### **S4.1.23 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.

#### **S4.1.24 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
  - (iii) a person replacing an employee who is temporarily promoted or transferred to replace the parent.

#### **S4.1.25 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 can not 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. (s81(5))
- (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.

#### **S4.1.26 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.

#### **S4.1.27 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.

#### **S4.1.28 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.

#### **S4.1.29 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 (S4.2.1):
  - (i) "employee" does not include a casual employee.
  - (ii) "personal leave" includes personal 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 (S4.2.2).
- (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 S10.2.3(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
  - (iv) 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 compassionate 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 bereavement 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 principal may take the compassionate leave for that while the illness or injury persists.
- (b) A long term casual employee is entitled to:
  - (i) at least three (3) days unpaid compassionate leave on the death of 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
  - (iii) 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.
  - (iv) 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
  - (v) if the permissible occasion is the contraction or development of a personal illness, or sustained the personal injury, the principal may take the compassionate leave for that 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 on the death of 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
  - (iii) 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.
  - (iv) 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
  - (v) if the permissible occasion is the contraction or development of a personal illness, or sustained the personal injury, the principal may take the compassionate leave for that 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 bereavement or 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 bereavement leave or 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 unpaid 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:

- (a) category of school;
- (b) teachers without dependents;
- (c) teachers with dependent spouse or housekeeper;
- (d) number of dependent children and full-time students living at home.

\*dependent means someone living at home, who does not earn a taxable income and who is supported by the teacher income earner.

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 employer 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 Or Housekeeper  I.E. Only Single Income Families	
	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

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 Or Housekeeper  I.E. Only Single Income Families	
	SECTION A per fortnight \$	SECTION B per fortnight \$	SECTION C per fortnight \$
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

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 Or Housekeeper  I.E. Only Single Income Families	
	SECTION A per fortnight \$	SECTION B per fortnight \$	SECTION C per fortnight \$
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

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 Or Housekeeper  I.E. Only Single Income Families	
	SECTION A per fortnight \$	SECTION B per fortnight \$	SECTION C per fortnight \$
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**

CENTRE	Teachers Without Dependents Includes Dual Income Families	Teachers With Dependent Spouse, Or Housekeeper	Allowances For Each Dependent Child & Full-Time Student Living At Home
	SECTION A \$ per fortnight	SECTION B \$ per fortnight	SECTION C \$ per fortnight
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

CENTRE	Teachers Without Dependents  Includes Dual Income Families	Teachers With Dependent Spouse, Or Housekeeper	Allowances For Each Dependent Child & Full-Time Student Living At Home
	SECTION A  \$ per fortnight	SECTION B  \$ per fortnight	SECTION C  \$ per fortnight
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
	+ 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.

## 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)	Murgon (4)	Dimbulah (4)
Blackall (5)	Collinsville (4)	Cunnamulla (7c)	Gayndah (4)	Thursday Island (7a)
Clermont (4)	Hughenden (6)	Goondiwindi (4)	Childers (4)	
Emerald (4)	Mt. Isa (5)	Inglewood (4)	Nanango (4)	
Longreach (5)	Palm Island (7c)	Mitchell (5)	Kingaroy (4)	
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 (ie 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).
- Proportionate payments will be made to eligible part-time teaching staff, who are engaged for ten (10) weeks 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).
- S6.1.4 Eligible employees will receive a Remote Incentive allowance on the following basis:
- In years one and two, the following payments will apply:
    - an incentive payment of \$1,500 will be paid to all eligible employees in the designated IPRASS centres with Level 4.
    - an incentive payment of \$1,650 will be paid to all eligible employees in the designated IPRASS centres with Levels 5 and 6.
    - 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).
    - an incentive payment of \$2,750 will be paid to all eligible employees in the designated IPRASS centre of Palm Island.

- v 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 IPASS 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 IPASS centres with a designated Level of 5, 6 and 7:
  - i designated IPASS centres of Level 5, an incentive payment of \$1,000 per annum will be paid to all employees.
  - ii designated IPASS centres of Level 6, an incentive payment of \$1,750 per annum will be paid to all employees.
  - iii designated IPASS centres of Level 7, an incentive payment of \$2,500 per annum will be paid to all employees.
- g Incentive payments will be transferable only within the nominated centres during any one five year period. Upon relocation the relevant centre's incentive payment will be paid.
- h 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 instalments, one in June and the other in December.
- i 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 IPASS 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.
- S6.2.4 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.
- S6.2.5 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.
- S6.2.6 Fixed term teachers in designated IPASS 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 IPASS centres are entitled to two 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 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 (2) 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  
Salary packaging is available to employees in accordance with clause 4.14 of this Agreement  
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.

#### **S6.6 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 employer 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 Remote area secondary teacher relocation support**

**S6.8.1 Diocesan secondary school appointment processes**

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

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.

**S6.8.2 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)
- d) 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.

## SCHEDULE 7 Brisbane Catholic Education Principal's Relocation Expenses Procedures

### Purpose

Brisbane Catholic Education (BCE) acknowledges the considerable financial cost that may be placed on Principals who are required to relocate their residence in order to take up a principalship within the Archdiocese of Brisbane.

These procedures outline the reimbursement of relocation costs available to Principals (new and existing) who take up new principal appointments within the Archdiocese of Brisbane.

### Principles

- Financial assistance will be given to meet actual costs up to the limits outlined in these procedures.
- The Executive Director or nominee and the principal will discuss the range of costs to be met by BCE prior to the relocation. In normal circumstances the Area Supervisor will be the Executive Director's nominee in the relocation of principals.
- The Area Supervisor will confirm in writing, arrangements negotiated with the principal.
- Individual circumstances from time to time may necessitate special consideration of additional assistance. In these exceptional circumstances decisions will be made at the discretion of the Executive Director. Generally, assistance will be given only as outlined in these guidelines.

### Procedures

#### 1.0 Relocation Required:

- 1.1 Principals will require assistance with relocation expenses in circumstances where it is necessary for them to relocate in order to take up a new appointment as principal within the Archdiocese.
- 1.2 Such circumstances would include one or more of the following:
  - where travelling time is in excess of 50 minutes from the principal's current residence.
  - there is a requirement to identify with the school's regional community.
  - relocation to or from a rural community district.
  - clear compassionate grounds at the discretion of the Executive Director.

#### 2.0 Relocation Expenses:

- 2.1 Time, travel, accommodation and meals to complete transfer arrangements:
  - up to two days of leave with pay to visit the new school to complete arrangements at the new appointment
  - the dates, times, travel and accommodation details for this visit to be arranged in consultation with the Area Supervisor
  - travel, accommodation and meal expenses for the principal, spouse and family will be paid in accordance with *Policy No: FM5.02 of the Brisbane Catholic Education Finance Manual* entitled *Staff Expense Reimbursement*.
  - in circumstances requiring extensive travel, from outside the Archdiocese of Brisbane, BCE may provide additional time, travel accommodation and meal expenses
- 2.2 Travel, accommodation and meals to the new centre to take up the appointment:
  - dates, times, travel and accommodation details to be negotiated with the Area Supervisor
  - travel, accommodation and meal expenses for the principal, spouse and family will be paid in accordance with *Policy No: FM5.02 of the Brisbane Catholic Education Finance Manual* entitled *Staff Expense Reimbursement*.
  - temporary accommodation, up to two days, additional to the time needed to travel, may be required
  - a negotiated longer period of accommodation, up to five days may be paid for principals coming from outside the Archdiocese of Brisbane.
- 2.3 Transport of furniture and effects:
  - BCE will meet the cost of transport of a principal's furniture and effects, including packing and insurance
  - three (3) written quotations shall be obtained by the principal and forwarded to the Area Supervisor. The Area Supervisor's authorisation will be needed before a quotation is accepted.

- insurance will cover risks of damage to furniture and effects from the time it leaves the principal's residence until final delivery. The amount of liability to be insured shall not exceed the value of the current contents insurance policy.
- payment of the costs of transferring additional items, such as a second private motor vehicle, motor cycle, boat and trailer unit, caravan or domestic trailer will not be considered in agreed cost of transport of a principal's furniture and effects, packing and insurance.
- BCE will meet the cost of transporting domestic pets and plants up to an amount not exceeding \$200.

### **3.0 Sale/Purchase of Property Expenses**

3.1 A principal who sells their primary place of residence at a former centre and purchases a primary place of residence in the new centre, or land for the specific purpose of erecting a primary place of residence, shall be refunded expenses as follows:

- actual stamp duty paid on the purchase of the property which is restricted to a property of average size and market price as advised by REIQ and approved by the Executive Director.
- conveyancing fees:
- Up to \$800 on sale of residence: up to \$500 on sale of land.
- Up to \$1100 on purchase of residency: up to \$600 on purchase of land.
- real estate commission up to \$1000 for a residence and \$500 for land.

3.2 The following conditions shall apply to 3.1 above:

- refunds for expenses will be made only on receipt of documentary evidence of the sale of the principal's previous residence or land.
- the principal must have sold a primary place of residence or land at a former centre, which need not be the centre where the principal was located immediately prior to the transfer for the new centre for which expenses have been claimed.
- the primary place of residence or land owned at the former centre may be sold at any time subsequent to the transfer from that centre but must be sold within two (2 ) years of arrival at the new centre for which expenses have been claimed
- the primary place of residence at the former centre may be tenanted whilst the principal occupies official or rented accommodation at other centres as a result of subsequent transfers.
- the principal must:
  - purchase and occupy the residence at the new centre;
  - or, in the case of land, purchase at the new centre and sign a contract to erect a principal residence on that land within two (2) years of arrival at the centre.
- the residence purchased or erected at the new centre must not be tenanted between purchase and occupancy.
- refunds are restricted to a property of average size and market price as advised by REIQ and approved by the Executive Director.

### **4.0 Termination of Contract**

4.1 Where the principal chooses to terminate his/her contract, or has his her contract terminated, within the first five years, the principal may, at the discretion of the Executive Director, be required to reimburse BCE for the relocation costs on the following scale:

<b>YEARS OF SERVICE</b>	<b>PERCENTAGE REIMBURSED</b>
1	80%
2	60%
3	40%
4	0%
5	0%

Financial arrangements for the reimbursement will be negotiated as soon as the principal's intention to terminate the contract, or the principal's contract is terminated, is notified to the Executive Director.

---

## Schedule 2.2—Model flexibility term

(regulation 2.08)

### Model flexibility term

- (1) An employer and employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
  - (a) the agreement deals with 1 or more of the following matters:
    - (i) arrangements about when work is performed;
    - (ii) overtime rates;
    - (iii) penalty rates;
    - (iv) allowances;
    - (v) leave loading; and
  - (b) the arrangement meets the genuine needs of the employer and employee in relation to 1 or more of the matters mentioned in paragraph (a); and
  - (c) the arrangement is genuinely agreed to by the employer and employee.
- (2) The employer must ensure that the terms of the individual flexibility arrangement:
  - (a) are about permitted matters under section 172 of the *Fair Work Act 2009*; and
  - (b) are not unlawful terms under section 194 of the *Fair Work Act 2009*; and
  - (c) result in the employee being better off overall than the employee would be if no arrangement was made.
- (3) The employer must ensure that the individual flexibility arrangement:
  - (a) is in writing; and
  - (b) includes the name of the employer and employee; and
  - (c) is signed by the employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
  - (d) includes details of:

- (i) the terms of the enterprise agreement that will be varied by the arrangement; and
  - (ii) how the arrangement will vary the effect of the terms; and
  - (iii) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
- (e) states the day on which the arrangement commences.
- (4) The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- (5) The employer or employee may terminate the individual flexibility arrangement:
  - (a) by giving no more than 28 days written notice to the other party to the arrangement; or
  - (b) if the employer and employee agree in writing—at any time.