



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Catholic Education Diocese of Parramatta
(AG2021/9170)

CATHOLIC EDUCATION DIOCESE OF PARRAMATTA - COUNSELLORS ENTERPRISE AGREEMENT 2021

Educational services

DEPUTY PRESIDENT EASTON

SYDNEY, 16 FEBRUARY 2022

Application for approval of the Catholic Education Diocese of Parramatta - Counsellors Enterprise Agreement 2021.

[1] Catholic Education Diocese of Parramatta (**the Employer**) has made an application for the approval of the *Catholic Education Diocese of Parramatta - Counsellors Enterprise Agreement 2021* (**the Agreement**). The application was made under s.185 of the *Fair Work Act 2009* (**the Act**). The Agreement is a single enterprise agreement.

[2] I am satisfied that each of the requirements of ss.186, 187 and 188 as are relevant to this application for approval have been met.

[3] The Independent Education Union of Australia (**IEUA**) was a bargaining representative for the Agreement and has given notice under s.183 of the Act that it wants the Agreement to cover it. In accordance with s.201(2) I note that the Agreement covers the IEUA.

[4] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 23 February 2022. The nominal expiry date of the Agreement is 31 December 2023.



DEPUTY PRESIDENT

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ENTERPRISE AGREEMENT

2021

CATHOLIC EDUCATION DIOCESE
OF PARRAMATTA - COUNSELLORS

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PART 1

APPLICATION AND OPERATION

1. TITLE OF THE AGREEMENT

The title of this Agreement is the *Catholic Education Diocese of Parramatta – Counsellors Enterprise Agreement 2021*.

2. COVERAGE

2.1 Subject to **subclause 2.2**, this Agreement covers and applies to:

- (a) The Employer being the Catholic Education Office, Diocese of Parramatta.
- (b) An Employee employed by the Employer in the provision of counselling services to schools or other services operated by the Employer.
- (c) the Union.

2.2 This Agreement does not cover or apply to:

a person, other than an Employee, who is employed to work in the head office of the Employer; or a person who is a volunteer or contractor.

3. TERM AND OPERATION

3.1 TERM

- (a) This Agreement will come into effect seven days after the date of approval by the Fair Work Commission and remains in force until 31 December 2023.
- (b) As soon as practicable after the commencement date, the Employer will pay each Employee the difference (if any) between the rates of pay provided in this Agreement, and the amount actually received by the Employee for the relevant period. Note: This Agreement provides rates of pay for Employees from the first full pay period on or after 1 January 2021.

3.2 RELATIONSHIP BETWEEN THE NATIONAL EMPLOYMENT STANDARDS AND THIS AGREEMENT

The National Employment Standards continue to apply to Employees covered by this Agreement, except where this Agreement provides a more favourable outcome for Employees in a particular respect.

3.3 EMPLOYER POLICIES

Workplace documents, policies and procedures referred to in this Agreement are not incorporated and do not form part of this Agreement.

3.4 SAVINGS

- (a) No Employee employed prior to the commencement date will, as a result of this Agreement, receive a salary that is less than what they would have otherwise received immediately prior to the commencement date of this Agreement.
- (b) If an Employee was employed prior to 29 January 2013, upon the completion of 10 years full-time service, they will be entitled to accrue 2 weeks of long service leave per year of full-time service.

4. DEFINITIONS

In this Agreement:

- **'AASW'** means the Australian Association of Social Workers.
- **'Act'** means the *Fair Work Act 2009* (Cth), as amended or replaced from time to time.
- **'this Agreement'** means the Catholic Education Diocese of Parramatta – Counsellors Enterprise Agreement 2021.
- **'AHPRA'** means the Australian Health Practitioner Regulation Agency.
- **'Catholic Education Office'** means the central office(s) (however named) of the Employer where the provision of schooling is directed, managed and/or controlled.
- **'commencement date'** means 7 days after this Agreement is approved by the Fair Work Commission.
- **'Counsellor'** means a person appointed as such by the Employer and who is responsible for providing counselling services within a school or other service operated by the Employer.
- **'Employee'** means a person appointed by the Employer as a Counsellor, Coordinator or Lead Counsellor.
- **'Employer'** means the Catholic Education Office, Diocese of Parramatta.
- **'full-time Employee'** means a full-time Counsellor, Coordinator or Lead Counsellor.
- **'FWC'** means the Fair Work Commission.
- **'immediate family'** is as defined in the Act.
- **'MySuper product'** has the meaning given by the Superannuation Industry (Supervision) Act 1993 (Cth).
- **'NES'** means the National Employment Standards as contained in Part 2-2 of the Act.
- **'part-time Employee'** means a part-time Counsellor, Coordinator or Lead Counsellor.
- **'pupil vacation period'** means periods designated as school holidays for students.
- **'Previous Agreement'** means the *Catholic Education Diocese of Parramatta – Counsellors Enterprise Agreement 2017*.
- **'registered school'** means a school registered under the provisions of the Education Act 1990 (NSW), or under the appropriate legislation in other states or territories of the Commonwealth of Australia. For the purposes of this definition, it will also include an Australian registered special school or school for students with disabilities and Jarara, Mt Druitt.

- **‘school’** means a ‘registered school’ and a ‘trades skills centre’.
- **‘school service date’** means the usual commencement date of employment at a school for teachers who are to commence teaching on the first day of the first term.
- **‘school year’** means the period of 12 months commencing from the school service date and includes term weeks and non-term weeks.
- **‘statement of service’** means a statement from an Employer on official letterhead that contains the start date of employment, termination date, classification, whether service was full-time or part-time and whether any leave without pay was taken.
- **‘superannuation guarantee legislation’** includes the Superannuation Guarantee Charge Act 1992 (Cth) and the Superannuation Guarantee Administration Act 1992 (Cth) as amended or replaced.
- **‘temporary Employee’** means a temporary Counsellor, Coordinator or Lead Counsellor employed on a full-time or part-time basis for a specified period.
- **‘term day’** means a weekday falling within the designated term time of a given school year, as set out in the school calendar published by the Employer.
- **‘term week’** means a week falling within the designated term time of a given school year as set out in the school calendar published by the Employer.
- **‘trades skills centre’** formerly known as a trades training centre, means a centre funded by the federal Trades Skills Centres program that provides secondary students from years 9-12 with access to vocational education and training in schools.
- **‘Union’** means the Independent Education Union of Australia.

5. INDIVIDUAL FLEXIBILITY ARRANGEMENT

5.1 The Employer and an Employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:

- (a) the arrangement deals with one or more of the following matters:
 - (i) arrangements about when work is performed;
 - (ii) overtime rates;
 - (iii) allowances;
 - (iv) leave loading; and
- (b) the arrangement meets the genuine needs of the Employer and Employee in relation to one or more of the matters mentioned in **paragraph 5.1(a)**; and
- (c) the arrangement is genuinely agreed to by the Employer and Employee.

5.2 The Employer must ensure that the terms of the individual flexibility arrangement:

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

5.3 The Employee 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 this Agreement that will be varied by the arrangement; and
 - (ii) how the arrangement will vary the effect of the terms; and
 - (iii) how the Employee will be better off overall in relation to the terms and conditions of their employment as a result of the arrangement; and
 - (iv) states the day on which the arrangement commences.

5.4 The Employer must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

5.5 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.

6. NO EXTRA CLAIMS

Except as provided by the Act, prior to 31 December 2023, there will be no further claim by the parties to this Agreement for changes to salaries, allowances, or conditions of employment in relation to matters expressly contained in this Agreement.

7. ACCESS TO THE AGREEMENT

The Employer will ensure that a copy of this Agreement and the NES are readily accessible to all Employees.

PART 2

ROLE, SELECTION AND APPOINTMENT

8. EMPLOYMENT OF AN EMPLOYEE

- 8.1 An Employee will be employed as a full-time or part-time employee (including as a temporary full-time or part-time Employee).

9. MISSION OF CATHOLIC SCHOOLS

- 9.1 The Employer strives to be:

- (a) truly Catholic in its identity and life;
- (b) a centre of the new evangelisation;
- (c) a place where the dignity and potential of every student is recognised and developed;
- (d) a place where students are formed in the faith and can achieve high levels of 'Catholic religious literacy' and practice;
- (e) a place where the learning outcomes of every student are improved.

9.2 ROLE OF EMPLOYEES

Employees are required to support the mission, teachings and ethos of the Catholic Church's work in education. It is expected that they:

- (a) acknowledge and accept that their work in schools is part of the mission of the Catholic Church;
- (b) agree in the performance of their role to uphold the mission, teachings and ethos of the Catholic Church in Catholic Education; and
- (c) will avoid any influence on students that is not consistent with such mission, teachings or ethos.

It is acknowledged that the Employer may continue to specify other expectations and requirements in respect of the above in contracts of employment, policies or guidelines.

10. SELECTION AND APPOINTMENT PROCEDURES

10.1 CONTRACT

The Employer will provide an Employee, on appointment, with a contract which must include:

- (a) the type of employment, that is full-time or part-time, and whether the appointment is on an ongoing or temporary basis. If the appointment is on a temporary basis, the letter will inform the Employee of the term of the appointment and the reason why it is temporary.
- (b) the salary of the Employee applicable on commencement; and
- (c) a statement in relation to superannuation benefits.

11. RIGHT TO REQUEST FLEXIBLE WORKING ARRANGEMENTS

11.1 If any of the circumstances referred to in **subclause 11.2** below apply to an Employee and the Employee would like to change his or her working arrangements because of those circumstances, then the Employee may request the Employer for a change in working arrangements relating to those circumstances.

(N.B. examples of changes in working arrangements include change in hours of work, changes in patterns of work and changes in location of work).

11.2 The following are the circumstances:

- (a) The Employee is the parent, or has responsibility for the care, of a child who is of school age or younger;
- (b) the Employee is a carer (within the meaning of the *Carer Recognition Act 2010*);
- (c) the Employee has a disability;
- (d) the Employee is 55 or older;
- (e) the Employee is experiencing violence from a member of the Employee's family;
- (f) the Employee provides care or support to a member of the Employee's immediate family, or a member of the Employee's household, who requires care or support because the member is experiencing violence from the member's family.

To avoid doubt, and without limiting the above provisions, an Employee who is a parent, or has responsibility for the care of a child, and is returning to work after taking leave in relation to the birth or adoption of the child, may request to work part-time to assist the Employee to care for the child.

11.3 The Employee is not entitled to make the request unless:

- (a) the Employee has completed at least 12 months of continuous service with the Employer immediately before making the request.
- (b) the request is:
 - (i) in writing; and
 - (ii) sets out details of the change sought and of the reasons for the change.

11.4 Before responding to a request made under this clause, the Employer must discuss the request with the Employee and genuinely try to reach agreement on a change in working arrangements, or the working arrangements upon the Employee's return from parental leave, that will reasonably accommodate the Employee's circumstances having regard to:

- (a) the needs of the Employee arising from their circumstances;
- (b) the consequences for the Employee if changes in working arrangements are not made; and
- (c) any reasonable business grounds for refusing the request.

11.5 The Employer must give the Employee a written response to the request within 21 days, stating whether the Employer grants or refuses the request. If the Employer refuses the request, the written response must include details of the reasons for the refusal. The Employer may refuse the request only on reasonable business grounds. Reasonable business grounds include, but are not limited to, the following:

- (a) that the new working arrangements requested by the Employee would be too costly for the Employer;
- (b) that there is no capacity to change the working arrangements of other Employees to accommodate the new working arrangements requested by the Employee;
- (c) that it would be impractical to change the working arrangements of other Employees, or recruit new Employees, to accommodate the new working arrangements requested by the Employee;
- (d) that the new working arrangements requested by the Employee would be likely to result in a significant loss in efficiency or productivity;
- (e) that the new working arrangements requested by the Employee would be likely to have a significant negative impact on student learning or the operation of the school.

11.6 If the Employer and Employee could not agree on a change in working arrangements under **subclause 11.4**, the written response must:

- (a) state whether or not there are any changes in working arrangements that the Employer can offer the Employee so as to better accommodate the

Employee's circumstances; and

- (b) if the Employer can offer the Employee such changes in working arrangements, set out those changes in working arrangements.

11.7 If the Employer and the Employee reached an agreement under **subclause 11.4** on a change in working arrangements that differs from that initially requested by the Employee, then the Employer must provide the Employee with a written response to their request setting out the agreed change(s) in working arrangements.

12. PROFESSIONAL LEARNING AND DEVELOPMENT

12.1

- (a) Employees, as professionals, are required to maintain either registration with AHPRA for psychologists or eligibility for membership to AASW for Social Workers or any other organisation as approved by the Employer.
- (b) The Employer is committed to provide Employees with professional development opportunities during term weeks. Employees, as professionals, are required to actively pursue professional learning as a personal and professional responsibility and requirement of their role. As professionals, Employees are also expected to identify and source their own professional learning based on their individual needs. Employees are required to strengthen and support their existing knowledge, skills and abilities and improve their self-practice by engaging in clinical and/or peer supervision.
- (c) Part-time Employees may be required to attend professional development training and/or meetings on days on which they ordinarily work.

13. WORK LOCATION

13.1 Employees are employed by the Employer as system-wide Employees.

13.2 In accordance with organisational needs the Employer may direct an Employee to perform work at a different location or locations.

13.3 The Employee will ordinarily be provided with reasonable notice on any proposed change to their work location, having regard to the impact on the Employee. However, it is recognised that limited notice may be given by the Employer in the case of emergency situations or for the case of temporary replacement of an absent or ill Employee.

13.4 Prior to an Employee being directed to perform work at a different location, the Employer will consult with the Employee; such consultation may include but not be limited to discussions regarding their personal circumstances and any other relevant mitigating factors.

PART 3

CLASSIFICATION STRUCTURE AND RELATED PROVISIONS FOR EMPLOYEES

14. EMPLOYEES SALARY AND CLASSIFICATION STRUCTURE

14.1 MINIMUM ANNUAL SALARY

- (a) The minimum annual and equivalent fortnightly salaries payable to Employees for 2021, 2022 and 2023 are set out in **Table 1(A) – Employees’ Salaries – Annual** and **Table 1(B) – Employees’ Salaries – Fortnightly of Part A – Monetary Rates**.

The fortnightly rates in the table have been calculated by multiplying the annual salary by 14 and dividing by 365, with the answer rounded to two decimal places.

14.2 EMPLOYEE CLASSIFICATIONS

An Employee will be appointed as either a Counsellor, Coordinator or Lead Counsellor as determined by the Employee’s experience, skills and/or qualifications and the duties required to be performed in the position. A Counsellor will be eligible to progress to the next step within the level upon completion of a year of full-time service with the Employer.

PART 4

PAYMENT OF SALARY AND ALLOWANCES

15. PAYMENT OF SALARY AND ALLOWANCES

15.1 FORTNIGHTLY PAYMENTS

The salary payable to an Employee will be payable fortnightly and will be paid by electronic funds transfer into an account nominated by the Employee.

15.2 OVERPAYMENTS/ UNDERPAYMENTS

Where an Employer becomes aware that payments have been made over or under the entitlements provided for in this Agreement, the Employer will investigate to establish the overpayment or underpayment and notify the Employee in writing of the basis of the overpayment or underpayment. If the parties are unable to reach agreement on the amount due or to be recovered or agreed repayment arrangements, either party may have recourse as provided in **Clause 28 - Dispute Resolution Procedures**.

15.3 TRAVEL ALLOWANCE

An Employee required by the Employer to use their own motor vehicle in the performance of duties will be paid an allowance as set out in **Table 2 of Part A**.

16. SUPERANNUATION

16.1 DEFINITIONS

For the purposes of this clause:

- (a) "Basic Earnings" means:
 - (i) the minimum annual salary prescribed from time to time for the Employee;
 - (ii) the amount of any payment made to the Employee pursuant to **Clause 26 - Termination of Employment**; and
 - (iii) any other payment that is 'ordinary time earnings' (OTE) as defined in subsection 6(1) of the *Superannuation Guarantee (Administration) Act 1992* (SGAA), as amended or replaced.
- (b) Fund means any complying fund nominated by the Employee to receive superannuation contributions. The Employer shall make available each of these funds to the Employee. In the event no fund is nominated superannuation will be paid to our default fund. This fund may be NGS Super or the Australian Catholic Super and Retirement Fund, provided that such funds offer a My Super Product.

16.2 BENEFITS

- (a) The Employer will, in respect of each Employee employed by the Employer, and subject to the provisions of **subclause 16.4**, pay superannuation contributions into the Fund nominated by the Employee at the rate of 10 per cent of the Employee's Basic Earnings.
- (b) The percentage rate in **paragraph 16.2(a)** reflects, and will increase to reflect any future increases to, the "Charge Percentage" as set out in section 19 of the SGAA. Any such future increases to the percentage rate in **paragraph 16.2(a)** will take effect at the date of commencement of any such increase to the Charge Percentage.
- (c) Where a new Employee commences employment with the Employer, the Employer will advise the Employee in writing of the Employee's superannuation entitlements under this Agreement. The Employee will advise the Employer in writing of their choice of Fund (as defined in **paragraph 16.1(b)**). If the Employee does not nominate a Fund, the Employer will nominate a default Fund (as defined in **paragraph 16.1(b)**).

16.3 TRANSFERS BETWEEN FUNDS

If an Employee is eligible to belong to more than one Fund, the Employee will be entitled to notify the Employer that the Employee wishes the Employer to pay contributions in respect of the Employee to a new Fund. The Employer will only be obliged to make such contributions to the new Fund where the Employer has been advised in writing:

- (a) of the Employee's application to join the other Fund; and
- (b) that the Employee has notified the trustees of the Employee's former Fund that the Employee no longer wishes the contributions which are paid on the Employee's behalf to be paid to that Fund.

16.4 EXCEPTIONS

The Employer will not be required to make contributions under this Agreement in respect of an Employee who:

- (a) is absent from his or her employment without pay, for such period of absence without pay; or
- (b) is under the age of 18 years old and works less than 30 hours per week; or
- (c) is otherwise referred to in section 27 of the SGAA.

PART 5

HOURS OF WORK

17. HOURS OF WORK FOR EMPLOYEES

This Agreement supplements the NES that deals with maximum weekly hours.

17.1 ORDINARY HOURS OF WORK

- (a) An Employee's ordinary hours of work will be worked on no more than five days in any seven days and may be worked from Monday to Friday. The span of hours may be worked between 7am and 6pm.
- (b) Full-time Employees may be required to work reasonable additional hours in excess of ordinary hours.
- (c) Where a part-time Employee is required to work additional hours or days beyond their contracted ordinary hours, the Employee will be paid their ordinary rate of pay and accrue leave entitlements for such approved additional time worked.
- (d) Employees are required to work during term weeks. They may occasionally be required to be available during non-term weeks and subject to negotiation and agreement between the Employee and Employer may in particular circumstances be required to perform work in non-term weeks. For the avoidance of doubt, this will not include any employer provided professional development.

18. MEAL BREAKS

- 18.1 An Employee is entitled to at least one uninterrupted 30 minute meal break during the work day.
- 18.2 Notwithstanding **subclause 18.1**, the Employer may propose, and an Employee may agree to, an alternative arrangement to that set out in **subclause 18.1**. Such alternative arrangement cannot be implemented if the Employee and Employer do not agree.

19. ANNUAL LEAVE

19.1 ENTITLEMENT

An Employee is entitled to four weeks of paid annual leave for each year of service. An Employee's entitlement to paid annual leave accrues progressively during the school year according to the Employee's ordinary hours of work, and accumulates from year to year.

19.2 TAKING OF LEAVE

- (a) Employees are required to take annual leave in a consecutive period at the commencement of the school summer pupil vacation each year.
- (b) Annual leave is exclusive of public holidays (in accordance with **Clause 20 – Public Holidays**).
- (c) Annual leave must be re-credited in accordance with the Act. The Employer may direct that, in the case of an Employee, any re-credited leave be taken during non-term weeks.

19.3 ANNUAL LEAVE LOADING

- (a) An Employee is entitled to annual leave loading of 17.5%, which is in addition to the annual leave payment owed to the Employee.
- (b) Annual leave loading is automatically paid to an Employee as soon as practicable after the first full pay period on or after 1 December each year, and is based on the Employee's ordinary salary as at 1 December. Where an Employee has been employed continuously since the school service date, the payment of annual leave loading on 1 December is on the basis that the Employee has completed a full year of service with the Employer.
- (c) Where the employment of an Employee is terminated for any reason and at the time of termination the Employee has not been given and has not taken the whole of the annual leave to which they are entitled, they will be paid a loading calculated in accordance with this subclause for the period not taken.

20. PUBLIC HOLIDAYS

- 20.1 For the purposes of this Agreement, public holidays are as defined in the Act and include New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Sunday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day, Boxing Day, and any other day, or part day, recognised under the NES as a public holiday.

- 20.2 An Employee is entitled to be absent from their employment on a day or part day that is a public holiday in the place where the Employee is based for work purposes.
- 20.3 Employees will be entitled to the above holidays without loss of pay, provided that an Employee will only be paid for such holidays that occur on days the Employee is normally or regularly rostered to work their ordinary hours.
- 20.4 An Employer may request an Employee to work on a public holiday if the request is reasonable. An Employee may refuse the request if the request is not reasonable, or the refusal is reasonable. In determining whether a request or refusal of a request to work on a public holiday is reasonable, consideration will be given to criteria set out in section 114(4) of the Act.

21. PERSONAL/CARER'S LEAVE

21.1 ENTITLEMENT TO PAID PERSONAL/CARER'S LEAVE

- (a) Any accrued Sick Leave and Personal/Carer's Leave of an Employee employed by the Employer prior to the commencement date of this Agreement will be retained to the benefit of the Employee on the commencement date.
- (b) A full-time Employee will be entitled to 15 days Personal/Carer's Leave for each year of service. Personal/Carer's Leave will accrue progressively during a year of service according to an Employee's ordinary hours of work.
- (c) A part-time Employee will be entitled to paid Personal/ Carer's Leave in proportion to that number of hours they work in proportion to a full-time Employee.
- (d) An Employee may take paid Personal/Carer's Leave if the leave is taken:
 - (i) because the Employee is not fit or able to work due to a personal illness, or personal injury, or unexpected personal emergency, or domestic violence affecting the Employee; or
 - (ii) to provide care or support to a member of the Employee's immediate family, or household member, and who requires care or support because of:
 - (A) a personal illness, or personal injury; or
 - (B) an unexpected emergency; or
 - (C) domestic violence.
- (e) For the purposes of this clause an 'unexpected personal emergency' is a circumstance that is unplanned, due to circumstances beyond the Employee's control and is of an urgent and serious nature that requires the urgent attendance of the Employee. An 'unexpected emergency' is a

circumstance that is unplanned, due to circumstances beyond the Employee's immediate family or household member's control and is of an urgent and serious nature that requires the urgent attention of the Employee to attend and provide care or support. The urgent circumstance must be of such a nature that it cannot be arranged outside of work time.

- (f) When an Employee takes a period of paid Personal/Carer's Leave, the Employer must pay the Employee at the Employee's base salary for the Employee's ordinary hours of work in the period.
- (g) An Employee is not to take paid Personal/Carer's Leave for any period in respect of which the Employee is entitled to workers' compensation.
- (h) Where applicable, if a public holiday occurs during an Employee's absence on Personal/ Carer's Leave then such public holiday will not be counted as Personal/Carer's Leave.

21.2 NOTICE REQUIREMENTS

As soon as practicable, and where possible prior to the Employee commencing such leave, an Employee will notify the Employer of:

- (a) their intention to take Personal/Carer's Leave;
- (b) the reason for their absence, being a reason specified in **paragraph 21.1(d)**; and
- (c) the period or expected period of their leave.

21.3 EVIDENCE REQUIREMENTS

- (a) Evidence will not be required for the first three days of Personal/Carer's Leave taken by an Employee in a school year. For subsequent absences, the provisions set out in **paragraphs 21.3(b) to (e)** will apply.
- (b) **FOR PERSONAL ILLNESS OR INJURY:**
 - (i) An Employee will, upon request, provide evidence to the Employer for each absence of two consecutive days or more due to personal illness or injury.
 - (ii) Evidence may be obtained from either a medical practitioner or from a registered health practitioner. In accordance with the Health Practitioner Regulation National Law (NSW) a registered health practitioner means an individual who practises one of the following professions including its specialities:
 - Chiropractic
 - Dental (including the profession of a dentist, dental therapist, dental hygienist, dental prosthetist and oral health specialist)
 - Medical
 - Nursing and midwifery
 - Optometry
 - Osteopathy
 - Pharmacy

- Physiotherapy
- Podiatry
- Psychology
- Aboriginal and Torres Strait Islander health practice
- Chinese medicine
- Medical radiation practice; or
- Occupational therapy.

(c) **FOR UNEXPECTED PERSONAL EMERGENCY OR DOMESTIC VIOLENCE,**

An Employee will, upon request, provide documentation acceptable to the Employer or a statutory declaration, outlining the nature of the unexpected personal emergency, or the fact of domestic violence, and that such circumstance prevented the Employee from attending work.

(d) **TO PROVIDE CARE OR SUPPORT TO A MEMBER OF THE EMPLOYEE'S IMMEDIATE FAMILY OR HOUSEHOLD MEMBER**

An Employee will, upon request:

- (i) produce a certificate from a registered medical practitioner or certificate or other evidence from a registered health practitioner, or statutory declaration, establishing the illness or injury of the person concerned and that the illness or injury is such as to require care by another person; or
- (ii) produce documentation acceptable to the Employer or a statutory declaration, establishing the nature of the unexpected emergency, and that such unexpected emergency resulted in the person concerned requiring care by the Employee.

21.4 EMPLOYER CONCERNS ABOUT THE TAKING OF PERSONAL/CARER'S LEAVE

(a) Notwithstanding **subclause 21.3**, where an Employee has either:

- (i) taken frequent single days of Personal/Carer's Leave; or
- (ii) taken extended Personal/Carer's Leave; or
- (iii) taken frequent days of Personal/Carer's Leave immediately before and/or after a public holiday, or immediately before and/or after a pupil vacation period;

the Employer may take the following action:

- (i) arrange a meeting in order to clarify their concerns with the Employee;
- (ii) invite the Employee to respond verbally to the issues raised by the Employer; and
- (iii) allow the Employee, if they wish, to seek the assistance of a support person during meetings (this may include a Union representative).

- (b) After consideration of the Employee's response, the Employer may:
 - (i) require further evidence of illness/ injury or care/support responsibility;
 - (ii) request the Employee to obtain a second opinion from another doctor at the Employer's cost;
 - (iii) request a more detailed estimation of the likely length of the absence;
 - (iv) require the Employee to obtain a medical report (at the Employer's cost) in relation to the likely period of absence;
 - (v) discuss with the Employee any other action. This may include but is not limited to the Employee applying for flexible working arrangements.

21.5 UNPAID LEAVE FOR CARING PURPOSES

- (a) An Employee is entitled to take up to two days unpaid carer's leave for each occasion that a member of the Employee's immediate family, or household requires care or support due to:
 - (i) a personal illness or personal injury affecting the member; or
 - (ii) an unexpected emergency affecting the member; or
 - (iii) the birth of a child.
- (b) An Employee cannot take unpaid carer's leave under this subclause if the Employee could instead take paid Personal/Carer's Leave.
- (c) An Employee's entitlement to take unpaid carer's leave under this subclause is subject to the Employee meeting the notice requirements set out in **subclause 21.2** and the evidence requirements set out in **subclause 21.3**.

22. PARENTAL LEAVE AND RELATED ENTITLEMENTS

Except as varied by this clause, all other entitlements and requirements relating to parental leave under the Act will apply. All periods of paid parental leave will count as service for the purposes of this Agreement, the Act, and any other statutory entitlement. In addition, periods of unpaid parental leave will count as service for the purpose of classification progression, in accordance with **subclause 22.1(e)**.

22.1 PAID PARENTAL LEAVE (PRIMARY CARE-GIVER)

- (a) An Employee will be entitled to take paid parental leave in accordance with this subclause if:
 - (i) they have an entitlement to and take parental leave under the Act; and
 - (ii) they will be the primary person responsible for the care of the child from the child's date of birth (being birth-related leave under the Act) or, in the case of adoption (being adoption-related leave under the Act) from the child's date of placement with the Employee.

- (b) Paid parental leave will be paid for 14 weeks at the salary the Employee would have received, if the Employee had not taken parental leave. For example, where an Employee is on flexible working arrangements at the time of taking parental leave, the salary will be at the rate at the time of taking the leave, i.e. the hours of the temporary arrangement rather than the permanent hours of the Employee. If the period of parental leave granted to the Employee is for less than 14 weeks then the period of paid parental leave will be for such lesser period.
- (c) This period will be inclusive of non-term weeks falling within the 14 weeks, other than where an Employee works up until the last day of a term in which case the parental leave will be deemed to commence from the first day of the following school term. For the purpose of this subclause, 'Non-Term Weeks' will not include a period of four weeks of annual leave to which the Employee is entitled, and which is generally taken in first four weeks of the summer pupil vacation period.
- (d) The Employee may elect to be paid during the period of paid leave in **paragraph 22.1(b)** either in accordance with the usual Employer payment schedule or as a lump sum payment in advance.
- (e) Up to 12 months of a period of parental leave taken in accordance with **Clause 22 – Parental Leave**, that commenced on or after the Commencement Date will be recognised as service for classification progression purposes, provided that:
 - (i) the period of parental leave that is recognised for classification progression is inclusive of the maximum period of 14 weeks in **paragraph 22.1(b)**;
 - (ii) the Employee remains employed by the Employer during and immediately after the period of parental leave;
 - (iii) the service to be recognised by the Employer will be credited to the Employee on the Employee's return to work from parental leave;
 - (iv) service will be recognised at the FTE the Employee would have worked had the Employee not taken the parental leave. For example, an Employee working 0.5 FTE immediately prior to taking a period of unpaid parental leave, including on a flexible working arrangement, who takes 12 months' unpaid parental leave will have 0.5 FTE recognised as service for the purposes of classification progression;
 - (v) periods of paid employment or paid leave (other than the 14 weeks in **subclause 22.1(b)**) during the initial 12-month parental leave period will not be recognised for classification progression to avoid double counting;
 - (vi) parental leave will not be credited as service for any other purpose, save for the maximum period of 14 weeks in **paragraph 22.1(b)**.

- (f) Where an Employee applies for a lump sum payment in advance under **paragraph 22.1(d)**, the Employee will give the Employer at least one month's notice of intention.
- (g) If a female Employee has commenced paid parental leave and subsequently the female Employee's pregnancy results in a still birth or death of a child, the Employee will be entitled to retain payment in accordance with this subclause equivalent to the salary/wages for the period of parental leave taken by the Employee.
- (h) Paid parental leave will commence no earlier than one term prior to the expected date of birth or, in the case of adoption, from the date of the child's placement with the Employee for adoption.
- (i) The Employer may deduct payment for any absence of the Employee (to which the Employee, but for this clause, would have been entitled under **Clause 21 - Personal/Carer's Leave**) in the period four calendar weeks prior to the expected date of birth, from the payment of paid parental leave to which the Employee is entitled pursuant to this clause.
- (j) An Employee on paid parental leave in accordance with this clause will not be employed as a temporary Employee by their Employer during such paid leave.
- (k) Where an Employee gives birth to a child whilst on unpaid leave (other than in relation to the birth of a child while on special maternity leave) the Employee will be entitled to parental leave in accordance with the Act. However, the Employee will not be entitled to an additional 14 weeks payment in accordance with **paragraph 22.1(b)**.

Notation:

The Employer is of the view that, in the case of Employees, parental leave should preferably commence on the day following the last teaching day of a term and conclude on the day preceding the first teaching day of a term. In order to facilitate this practice, the Employer is prepared to extend the period of parental leave beyond the maximum entitlement of the Act, should the Employee agree to return from parental leave at the commencement of the term immediately following the maximum period to be afforded by the Act.

22.2 PAID PARENTAL LEAVE (NOT PRIMARY CAREGIVER)

- (a) Where an Employee has an entitlement to, and takes, parental leave under the Act but is not the primary person responsible for the care of the child, the Employee will be entitled to paid parental leave in accordance with this subclause.
- (b) An Employee will be entitled to one day of leave with pay on the date of their child's birth, or on the day on which their child or the primary person responsible for the care of the child leaves hospital following the child's birth, or in the case of adoption, the date of the child's placement.

- (c) In addition to the entitlement in **paragraph 22.2(b)**, an Employee will be entitled, subject to this subclause, to take paid parental leave in one continuous period not exceeding two weeks. The first week of such leave will be paid by the Employer and the second week of such leave will be deducted from, and will not exceed, the Employee's entitlement to paid personal/carer's leave in **Clause 21 - Personal/Carer's Leave**.
- (d) The Employee will be entitled to take such parental leave in the four weeks before the date, or expected date, of birth of the child and not later than four weeks after the birth of the child, provided that the Employer may, in exceptional circumstances, request the Employee take leave at a time outside the period specified in this paragraph. If the Employee chooses to agree to the Employer's request, such agreement will be recorded in writing. In the case of adoption, unless otherwise agreed by the Employer, an Employee's entitlement to take paid parental leave cannot start earlier than, the date of the child's placement.
- (e) The entitlement to paid parental leave in **paragraphs 22.2(b) and 22.2(c)** is inclusive of, and not in addition to, the Employee's entitlement to take unpaid concurrent leave in accordance with the Act.
- (f) The Employee must give a minimum of four weeks written notice of the dates on which the Employee proposes to start and end the period of paid parental leave. The proposed dates may be varied by further written notice, subject to the provisions of **paragraph 22.2(d)** above.

22.3 COMMUNICATION DURING PARENTAL LEAVE

- (a) Where an Employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the Employer will take reasonable steps to:
 - (i) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the Employee held before commencing parental leave; and
 - (ii) provide an opportunity for the Employee to discuss any significant effect the change will have on the status or responsibility level of the position the Employee held before commencing parental leave.
- (b) The Employee will take reasonable steps to inform the Employer about any significant matter that will affect the Employee's decision regarding the duration of parental leave to be taken, whether the Employee intends to return to work, and whether the Employee intends to request to return to work on a part-time basis.
- (c) The Employee will also notify the Employer of changes of address or other contact details that might affect the Employer's capacity to comply with **paragraph 22.3(a)**.

22.4 RIGHT TO REQUEST EXTENSION OF PARENTAL LEAVE

- (a) An Employee entitled to parental leave may request the Employer to allow the Employee to extend the period of simultaneous unpaid parental leave up to a maximum of eight weeks, or to extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months.
- (b) The request and the response must comply with the provisions of **Clause 11 - Right to Request Flexible Working Arrangements**.

22.5 PRIOR SERVICE WITH ANOTHER EMPLOYER OR CATHOLIC INDEPENDENT SCHOOL IN NSW OR THE ACT

For the purposes of eligibility for paid parental leave under this clause, an Employee who is not eligible for such leave because he or she has less than 12 months continuous service as required under the Act, will nevertheless be deemed to have completed 12 months of continuous service with the current Employer if, immediately prior to commencement of service with the current Employer, they had 12 months of continuous service with another Employer named in the Employer List below.

EMPLOYER LIST:

THE CATHOLIC DIOCESAN SYSTEM AUTHORITY OF

The Diocese of Armidale	The Diocese of Parramatta
The Diocese of Bathurst	The Archdiocese of Sydney
The Diocese of Broken Bay	The Diocese of Wagga Wagga
The Archdiocese of Canberra/Goulburn	The Diocese of Wilcannia/Forbes
The Diocese of Lismore	The Diocese of Wollongong
The Diocese of Maitland/Newcastle	

CATHOLIC INDEPENDENT SCHOOLS

The John Berne School, Lewisham	St Charbel's College, Punchbowl
Boys' Town, Engadine	St Clare's College, Waverley
Brigidine College, St Ives	St Dominic's College, Penrith
Chevalier College, Bowral	St. Edward's College, Gosford
Christian Brothers High School, Lewisham	St. Edmund's College Canberra
Daramalan College, Dickson, ACT	St. Edmund's School, Wahroonga
Edmund Rice College, Wollongong	St. Gabriel's School, Castle Hill

Holy Saviour School, Greenacre	St. Gregory's College, Campbelltown
Kincoppal-Rose Bay School of the Sacred Heart	St. Joseph's College, Hunters Hill
Marist College, Canberra	St. Lucy's School, Wahroonga
Mater Dei School, Camden	St. Maroun's School, Dulwich Hill
Monte Sant' Angelo Mercy College, North Sydney	St Mary Star of the Sea College, Wollongong
Mount St. Benedict College, Pennant Hills	St Paul's International College, Moss Vale
Mount St Joseph High School, Milperra	St. Patrick's College, Strathfield
Oakhill College, Castle Hill	St. Patrick's College, Campbelltown
Maronite College of the Holy Family, Parramatta	St. Pius X College, Chatswood
Our Lady of Mercy College, Parramatta	St. Scholastica's College, Glebe Point
Red Bend Catholic College, Forbes	St. Stanislaus' College, Bathurst
Rosebank College, Five Dock	St Vincent's College, Potts Point
Santa Sabina College, Strathfield	Trinity Catholic College, Lismore
Stella Maris College, Manly	Waverley College, Waverley
St Augustine's College, Brookvale	

23. LONG SERVICE LEAVE

23.1 APPLICABILITY OF LONG SERVICE LEAVE ACT 1955 (NSW)

The provisions of the *Long Service Leave Act 1955* (NSW) will apply except to the extent that this Agreement provides for a more favourable outcome in a particular respect.

23.2 LONG SERVICE LEAVE ENTITLEMENT

- (a) The long service leave entitlement of an Employee in respect of full-time service will be 1.3 weeks per year of service.
- (b) In respect of part-time service completed by the Employee, a pro rata amount of the entitlement in **paragraphs 23.2(a)**, calculated according to the hours of the Employee during the period of part-time service.

23.3 CONDITIONS OF TAKING LONG SERVICE LEAVE

- (a) An Employee will, at a minimum, be entitled to take any accrued long service leave upon completion of ten years' service in NSW, and on completion of each additional five years' service thereafter.

- (b) NOTICE TO TAKE LEAVE

When an Employee becomes entitled to Long Service Leave in respect of the Employee's service with the Employer, the Employer must give the Employee, and the Employee must take, the leave as soon as practicable, having regard to the needs of the Employer.

- (c) Long service leave accrued by the Employee will normally be taken at the Employee's current weekly hours at the time of taking the long service leave, unless otherwise agreed.

- (d) LONG SERVICE LEAVE AND LEAVE WITHOUT PAY

- (i) An Employee may request and be granted leave without pay, to be taken in addition to long service leave, such that the total period of leave comprises one or more complete school terms. The Employer will ordinarily consent to such an arrangement as long as the full period of paid leave and leave without pay is in the same year.
 - (ii) Where an Employee is entitled to an amount of long service leave which is in excess of a school term the Employee may elect not to take that part of the long service leave which is in excess of a term (the deferred leave), until such time as the Employee accumulates further entitlements which, when taken together with the deferred leave, enables long service leave to be taken for a whole term.

(e) **LONG SERVICE LEAVE AND PARENTAL LEAVE**

An Employee who has five years of continuous service with an Employer at the commencement of parental leave may apply to take and will be granted some or all of their pro rata long service leave during a period of unpaid parental leave, provided that the total period of leave does not exceed the period of parental leave that the Employee would be otherwise entitled to take under the Act. The Employee will give notice in writing of such application not less than four weeks prior to the intended date of commencement of parental leave.

(f) **LONG SERVICE LEAVE AND PUBLIC HOLIDAYS**

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

23.4 CASHING OUT LONG SERVICE LEAVE

After ten years' service with the Employer, an Employee may elect to 'cash out' a portion of their long service leave as follows:

- (a) the portion of Long Service Leave that may be cashed out must not include the minimum leave entitlement under the Long Service Leave Act 1955 (NSW). This is because it is prohibited under the Long Service Leave Act 1955 (NSW) to 'cash out' long service leave;
- (b) the Employee must elect in writing to cash out this extra portion of Long Service Leave; and
- (c) the Employee's entitlement to long service leave will be reduced by the extent of such payment.

23.5 PAYMENT OF LONG SERVICE LEAVE ON TERMINATION

In the case of an Employee who has completed at least five years service with the Employer and the service of the Employee is terminated or ceases for any reason, such Employee must be paid their accrued long service leave balance calculated in accordance with this clause.

23.6 SERVICE

- (a) An Employee who takes approved leave without pay (including unpaid parental leave) will be deemed to have had continuous service, notwithstanding the fact that the service was interrupted by such leave. However, the period of the unpaid leave must not be taken into account in calculating the period of service for the purpose of long service leave accrual. This provision does not apply to an Employee who takes unpaid community service leave under the Act; an Employee who takes a period of unpaid community service leave under the Act will accrue long service leave during such period.

- (b) An Employee whose employment was terminated by the Employer within one week of the end of any school term and is reappointed by the Employer before the expiration of two weeks after the commencement of the next school term will be deemed to have had continuous service for the purposes of long service leave.

23.7 LONG SERVICE LEAVE PORTABILITY

Eligible Employees are entitled to Portability of Long Service Leave as outlined in the *NSW/ACT Catholic Employers' Long Service Leave Portability Agreement*.

24. OTHER LEAVE

24.1 COMPASSIONATE LEAVE

- (a) An Employee will be entitled to paid compassionate leave as set out in the table below:

CIRCUMSTANCE IN WHICH LEAVE IS GRANTED	MAXIMUM NUMBER OF PAID COMPASSIONATE LEAVE DAYS PER OCCASION
On the death of an immediate family member or household member (including attendance at their funeral)	3 days
When an immediate family member or household member contracts or develops a personal illness or sustains a personal injury that poses a serious threat to his or her life	2 days

- (b) An Employee must notify the Employer as soon as practicable of their intention to take leave under **paragraph 24.1(a)** and must advise the Employer of the period or expected period of the leave.
- (c) An Employee may be required to provide the Employer with satisfactory evidence of such death and/ or personal illness or injury.
- (d) Where an Employee takes compassionate leave in accordance with **paragraph 24.1(a)** the Employer, in its absolute discretion, may grant the Employee additional leave as leave without pay or leave with pay.
- (e) Where an Employee requests leave to attend a funeral for a person not specified in **paragraph 24.1(a)**, the Employer in its absolute discretion may grant the Employee leave, which will be deducted from the Employee's entitlement to Personal/Carer's Leave in **clause 21**.

- (f) An Employee may take compassionate leave in conjunction with Personal/Carer's leave. In determining such a request, the Employer will give consideration to the circumstances of the Employee and the reasonable operational requirements of the Employer.

24.2 COMMUNITY SERVICE LEAVE

- (a) The Employer will provide an Employee with community service leave in accordance with the Act and this subclause.
- (b) Where the involvement of an Employee in a community service activity has been approved by the Employer after consideration of the needs of the Employer, an Employee will be entitled to paid leave of not more than five days in any school year (unless otherwise agreed with the Employer) for emergency leave for service to the community. Examples of purposes for which such leave may be granted include to work in the State or Territory Emergency Service or Volunteer Fire Brigade. An Employee will otherwise be entitled to unpaid leave for an eligible community service in accordance with the Act.
- (c) An Employee who is required to attend for jury service during ordinary working hours will be provided with paid leave for this purpose. The Employee will be required to reimburse to the Employer any monies payable to the Employee for such attendance (excluding reimbursement of expenses) which required the Employee's absence from the Employer.
- (d) The Employee must notify the Employer as soon as possible of the date upon which he or she is required to attend for jury service. The Employee must provide to the Employer a copy of the summons to attend jury duty and a record of payments received as proof of attendance.

24.3 MILITARY RESERVE LEAVE

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

24.4 EXAMINATION AND STUDY LEAVE

An Employee who, for the purposes of furthering training, which is relevant to their employment, enrolls in any course approved by the Employer at a recognised higher education institution, will be granted leave:

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

24.5 PAID FAMILY AND DOMESTIC VIOLENCE LEAVE

- (a) An Employee is entitled to 10 days' paid family and domestic violence leave each year if:
 - (i) the Employee is experiencing family and domestic violence; and
 - (ii) the Employee needs to do something to deal with the impact of the family and domestic violence; and
 - (iii) it is impractical for the Employee to do that thing outside the Employee's ordinary hours of work.
- (b) The leave is available in full at the start of each year and is non-cumulative.
- (c) For the purposes of this **subclause 24.5**, family and domestic violence is as defined in the Act.
- (d) An Employee wishing to access paid family and domestic violence leave provided under this **subclause 24.5** must comply with the evidence and notice requirements relating to unpaid family and domestic violence leave set out in the Act.

24.6 PAID EMERGENCY DISASTER LEAVE

- (a) 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.
- (b) Employees will assist with keeping schools open to support students, families, and the community and to provide continuity of student wellbeing and safety needs as far as is feasible and safe to do so. They will attend work unless prevented by circumstances described in **paragraph 24.6(c)** or are otherwise on approved leave. Subject to **paragraph 24.6(c)** Employees may be asked to assist with preparing for a reopening of a school damaged by a declared natural disaster.
- (c) An Employee who is unable or prevented from attending work because of a declared natural disaster and cannot work remotely will be granted a maximum of five days' paid leave per calendar year (non-cumulative) in the following circumstances:
 - (i) they must remain at home because transport services and facilities are disrupted or discontinued, and they are not able to reach a place of work in a timely or safe manner; or
 - (ii) they are away from their usual residence and are unavoidably delayed in returning to work due to identified and specific disruptions to transport services and facilities; or
 - (iii) they are required to leave work early and return home to ensure their personal safety, the safety of their family or the protection of their property or because the availability of transport services and facilities may be disrupted or discontinued; or

- (iv) they must remain at home to have essential temporary repairs effected, restore or replace essential belongings, complete necessary clean-up for safety or to enable occupation of residence.
- (d) In respect of the entitlement set out in **paragraph 24.6(c)**, an employee may be required to provide satisfactory evidence.
- (e) The Employee will advise the Employer as soon as possible of their intention to apply for leave pursuant to this **subclause 24.6**, the expected duration and the reason for the absence.
- (f) If a natural disaster is declared retrospectively and an Employee has already taken other leave because of that declared natural disaster in the circumstances set out in **paragraph 24.6(c)**, the Employee may apply for that other leave (including unpaid leave) to be converted to paid emergency disaster leave up to a maximum of five days per calendar year.
- (g) For the purpose of this clause, the Employee's "home", means the Employee's principal place of residence only.

Note: An Employee who is impacted by a natural disaster (whether declared or not) may be entitled to apply for paid personal/carer's leave under **Clause 21 – Personal/Carer's Leave** of this Agreement. An Employee who is unable to or prevented from attending work because of floods, severe snowfall or storms, bushfires or other natural emergencies in the circumstances in **subparagraphs 24.6 (c)(i) to (iv)** and cannot work remotely will be considered to be affected by the unexpected personal emergency for the purposes of **Clause 21 – Personal/Carer's Leave**. For clarity, Personal/Carer's leave cannot be taken concurrently with paid emergency disaster leave.

PART 7

SUSPENSION AND TERMINATION OF EMPLOYMENT

25. SUSPENSION

- 25.1 Notwithstanding any of the provisions in this Agreement, the Employer may suspend an Employee with or without pay while considering any matter which in the view of the Employer could lead to the Employee's summary dismissal.
- 25.2 Suspension without pay will not be implemented by the Employer without prior discussion with the Employee and will not, except with the Employee's consent, exceed a period of four weeks.

26. TERMINATION OF EMPLOYMENT

26.1 NOTICE OF TERMINATION

- (a) The Employer must not terminate an Employee's employment unless the Employer has given the Employee written notice of the day of the termination. The day of termination cannot be before the day the notice is given.
- (b) The Employer must not terminate an Employee's employment unless:
- (i) the time between the giving of notice and the day of the termination is at least the minimum period of notice set out in **paragraph 26.1(c)**, or
 - (ii) the Employer has paid the Employee payment in lieu of notice of at least the amount the Employer would have been liable to pay the Employee had the Employee continued to work until the end of the notice period.
- (c) The employment of an Employee will not be terminated without the provision of notice in accordance with the following table, according to years of continuous service as set out below:

MINIMUM PERIOD OF NOTICE

PERIOD OF SERVICE	PERIOD OF NOTICE
Less than 1 year	1 week
1 year and less than 3 years	2 weeks
3 years and less than 5 years	3 weeks
5 years and over	4 weeks

- (d) In addition to the notice above, Employees over 45 years of age at the time of the giving of the notice with not less than two years continuous service, will be entitled to an additional week's notice.
- (e) An Employee is required to give the same notice of termination to the Employer as set out in **paragraph 26.1(c)** except that there is no requirement on the employee to give the additional notice set out in **paragraph 26.1(d)**.
- (f) The notice periods above will not affect the right of the Employer to dismiss any Employee without notice for serious misconduct and in such case, salary will be paid up to the time of dismissal only.

26.2 PAYMENT ON TERMINATION

- (a) Employees will, upon termination of employment be paid all salary or wages and other monies due and including any payments which may be due in lieu of annual leave and/or long service leave.
- (b) If an Employee fails to give the notice specified in **paragraph 26.1(c)**, the Employer may withhold from any amounts payable under this Agreement, an amount for the period of notice not given by the Employee. Any such deduction made by the Employer must be in accordance with section 324 of the Act.

26.3 STATEMENT OF SERVICE

- (a) On termination of employment the Employer will, on request, provide an Employee with a Statement of Service.

27. REDUNDANCY PAY

27.1 Where an Employee's employment is to be terminated due to redundancy, the Employer (subject to an application and further order of the FWC as set out in **subclauses 27.2 and 27.3**), will pay the following redundancy pay in respect of a continuous period of service:

- (a) Where an Employee is under 45 years of age, the Employer will pay in accordance with the following scale:

YEARS OF SERVICE	ENTITLEMENT
	under 45 years
less than 1 year	Nil
1 year and less than 2 years	4 weeks
2 years and less than 3 years	7 weeks

3 years and less than 4 years	10 weeks
4 years and less than 5 years	12 weeks
5 years and less than 6 years	14 weeks
6 years and over	16 weeks

- (b) Where an Employee is 45 years of age and over, the entitlement will be in accordance with the following scale:

YEARS OF SERVICE	ENTITLEMENT
	45 years of age and over
less than 1 year	Nil
1 year and less than 2 years	5 weeks
2 years and less than 3 years	8.75 weeks
3 years and less than 4 years	12.5 weeks
4 years and less than 5 years	15 weeks
5 years and less than 6 years	17.5 weeks
6 years and over	20 weeks

- (c) 'Weeks' means the all-purpose weekly salary for the Employee concerned at the date of termination, and will include, in addition to the ordinary salary, over Agreement payments and allowances provided for in this Agreement.

27.2 INCAPACITY TO PAY

- (a) Subject to an application by the Employer and further order of the FWC, the Employer may pay a lesser amount (or no amount) of redundancy pay than that contained in **subclause 27.1**.
- (b) The FWC will have regard to such financial and other resources of the Employer concerned as the FWC thinks relevant, and the probable effect paying the amount of redundancy pay in **subclause 27.1** will have on the Employer.

27.3 ALTERNATIVE EMPLOYMENT

Subject to an application by the Employer and further order of the FWC, the Employer may pay a lesser amount (or no amount) of redundancy pay than that contained in **subclause 27.1** if the Employer obtains acceptable alternative employment for an Employee.

27.4 TRANSFER TO LOWER PAID DUTIES

Where an Employee is transferred to lower paid duties following the process set out in **Clause 29 – Consultation Regarding Major Workplace Change**, the Employee will be entitled to the same period of notice of transfer as the Employee would have been entitled to if the Employee's employment had been terminated, and the Employer may, at the Employer's option, make payment in lieu thereof of an amount equal to the difference between the former ordinary time salary and the new ordinary time rate for the number of weeks of notice still owing.

27.5 NOTICE TO CENTRELINK

The Employer must provide written notice to Centrelink as required by section 530 of the Act.

27.6 CENTRELINK EMPLOYMENT SEPARATION CERTIFICATE

The Employer will, upon receipt of a request from an Employee whose employment has been terminated, provide to the Employee an 'Employment Separation Certificate' in the form required by Centrelink.

27.7 TIME OFF DURING THE NOTICE PERIOD

- (a) An Employee given notice of termination by the Employer in circumstances of redundancy must be allowed up to one day off without loss of pay during each week of notice, to a maximum of five weeks, for the purpose of seeking other employment.
- (b) If the Employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the Employee will, at the request of the Employer, be required to produce proof of attendance at an interview or the Employee will not receive payment for the time absent.

PART 8

CONSULTATION, DISPUTE RESOLUTION AND OTHER MATTERS

28. DISPUTE RESOLUTION PROCEDURES

28.1 In the event of a dispute about a matter arising under:

- (a) this Agreement; or
- (b) the NES;

The following procedure shall be followed.

Step 1

28.2 In the first instance the parties should attempt to resolve the matter at the workplace by discussions between the Employee or Employees concerned and the relevant supervisor, where appropriate. If such discussions do not resolve the dispute, the parties will endeavour to resolve the dispute in a timely manner through discussions between the Employee or Employees concerned and senior management as appropriate.

28.3 In addition to **subclause 28.2**, the parties should attempt to resolve the dispute through a collaborative discussion during which both parties should consider the following factors in attempting to resolve the dispute:

- (a) the pastoral, safety and wellbeing needs of students and staff; and
- (b) the impact of any resolution on other Employees.

Step 2

28.4 If a dispute is unable to be resolved at the workplace, and all appropriate steps under **subclause 28.2** and, if applicable, **subclause 28.3**, have been taken, a party to the dispute may refer the dispute to the FWC.

28.5 The FWC may deal with the dispute in two stages:

- (a) The FWC will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
- (b) If the FWC is unable to resolve the dispute at the first stage, the FWC may then, on application of either party:
 - (i) arbitrate the dispute; and
 - (ii) make a determination that is binding on the parties

(Note: if the FWC arbitrates the dispute, it may also use the powers that are available to it under the Act. A decision that the FWC 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.)

28.6 An Employer or Employee may appoint another person, organisation or association to accompany and/or represent them for the purpose of this clause. Where the Employee appoints the Union, the Union shall be a party to the dispute.

28.7 While the dispute resolution procedure is being conducted, work must continue in accordance with this Agreement and the Act. Subject to applicable work health and safety legislation, an Employee must not unreasonably fail to comply with a direction by the Employer to perform work, whether at the same or another workplace that is safe and appropriate for the Employee to perform.

29. CONSULTATION REGARDING MAJOR WORKPLACE CHANGE

29.1 This clause applies if:

- (a) the Employer has made a definite decision to introduce a major change to production, program, organisation, structure, or technology in relation to its enterprise; and
- (b) the change is likely to have a significant effect on Employees of the enterprise.

29.2 The Employer must notify the relevant Employees and the Union, of the decision to introduce the major change. The Employer will notify the Employee of their right to appoint a representative for the purposes of consultation, and if the Employee advises the Employer of the identity of the representative, the Employer must recognise the representative.

29.3 As soon as practicable after making its decision, the Employer must:

- (a) discuss with the relevant Employees:
 - (i) the introduction of the change;
 - (ii) the effect the change is likely to have on the Employees;
 - (iii) measures the Employer is taking to avert or mitigate the adverse effects of the change on the Employees; and
- (b) for the purposes of the discussion — provide, in writing, to the relevant Employees, and where appointed as a representative, the Union:
 - (i) all relevant information about the change including the nature of the change proposed;
 - (ii) information about the expected effects of the change on the Employees;

(iii) where a change involves the termination of an Employee's employment, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of Employees likely to be affected, and the number of Employees normally employed, and the period over which the terminations are likely to be carried out; and

(iv) any other matters likely to affect the Employees.

29.4 The Employer is not required to disclose confidential or commercially sensitive information to the relevant Employees or their representative.

29.5 The Employer must give prompt and genuine consideration to matters raised about the major change by the relevant Employees or their representative.

29.6 In this clause, a major change is likely to have a significant effect on Employees if it results in:

- (a) the termination of the employment of Employees; or
- (b) major change to the composition, operation or size of the Employer's workforce or to the skills required of Employees; or
- (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
- (d) the alteration of hours of work; or
- (e) the need to retrain Employees; or
- (f) the need to relocate Employees to another workplace; or
- (g) the restructuring of jobs.

29.7 In this clause, 'relevant Employees' means the Employees who may be affected by the major change.

30. CONSULTATION ABOUT CHANGE TO REGULAR ROSTER OR ORDINARY HOURS OF WORK

30.1 Where the Employer proposes to introduce a change to the regular roster or ordinary hours of work of Employees, the Employer must consult with the Employee or Employees affected and their representatives, if any, about the proposed change. If the Employee is a member of the Union, the Employee may appoint the Union to be their representative.

30.2 The Employer must:

- (a) provide to the Employee or Employees affected and their representatives, if any, all relevant information about the proposed change (for example, information about the nature of the change to the Employee's regular roster or ordinary hours of work and when that change is proposed to commence), and information about what the Employer reasonably believes will be the effects of the change on the Employees;
- (b) invite the Employee or Employees affected and their representatives, if any, to give their views about the impact of the proposed change (including any impact in relation to their family or caring responsibilities); and
- (c) give prompt and genuine consideration to any views about the impact of the proposed change that are given by the Employee or Employees concerned and/or their representatives.

30.3 The requirement to consult under this clause does not apply where an Employee has irregular, sporadic or unpredictable working hours.

30.4 These provisions are to be read in conjunction with other provisions within this Agreement concerning the scheduling of work and notice requirements.

31. UNION MEMBERS AND REPRESENTATIVES

31.1 Meetings of Union members may be held on the Employer's premises at times and places reasonably convenient to both Union members and the Employer.

31.2 Union meetings may be arranged to take place before the commencement of work, after work, during breaks or as otherwise agreed with the Employer. They must not be arranged during times when the Employee is required to provide services to students, staff and/or a student's parent/carer.

31.3 The Employer will permit the Union representative to post Union notices relating to the holding of meetings on a common room noticeboard.

31.4 The Union representative will be permitted in working hours to meet the Employer or the Principal on Union business. Such meetings will take place at a time and place convenient to both parties.

PART A - MONETARY RATES

TABLE 1(A) – EMPLOYEES’ SALARIES – ANNUAL

Position Level	Step	Annual Salary from the first full pay period on or after 1 January 2021 2.28%	Annual Salary from the first full pay period on or after 1 January 2022 2.04%	Annual Salary from the first full pay period on or after 1 January 2023 2.04%
Counsellor	1	\$93,593.56	\$95,502.87	\$97,451.12
	2	\$98,272.05	\$100,276.80	\$102,322.45
	3	\$102,952.80	\$105,053.04	\$107,196.12
	4	\$107,631.29	\$109,826.97	\$112,067.44
	5	\$112,312.05	\$114,603.21	\$116,941.12
Lead Counsellor		\$123,543.13	\$126,063.41	\$128,635.10
Coordinator		\$129,157.55	\$131,792.36	\$134,480.93

TABLE 1(B) – EMPLOYEES’ SALARIES – FORTNIGHTLY*

Position Level	Step	Fortnightly Salary from the first full pay on or after 1 January 2021 2.28%	Fortnightly Salary from the first full pay period on or after 1 January 2022 2.04%	Fortnightly Salary from the first full pay period on or after 1 January 2023 2.04%
Counsellor	1	\$3,589.89	\$3,663.13	\$3,737.86
	2	\$3,769.34	\$3,846.24	\$3,924.70
	3	\$3,948.88	\$4,029.44	\$4,111.64
	4	\$4,128.33	\$4,212.55	\$4,298.48
	5	\$4,307.86	\$4,395.74	\$4,485.42
Lead Counsellor		\$4,738.65	\$4,835.31	\$4,933.95
Coordinator		\$4,953.99	\$5,055.05	\$5,158.18

*Fortnightly salary calculated in accordance with **subclause 14.1** - annual salary multiplied by 14 and divided by 365

TABLE 2 – ALLOWANCES

TRAVEL ALLOWANCE

The rates below will be calculated on a daily basis;

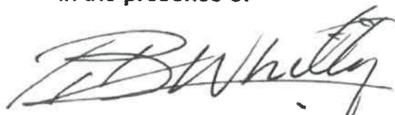
TRAVEL ALLOWANCE	RATE \$
For all travel	\$0.72 per km

SIGNATURES TO THE AGREEMENT EXECUTED AS AN AGREEMENT

Signatories to the Agreement

EXECUTED as an agreement.

SIGNED for and on behalf of Catholic Education Office, Diocese of Parramatta
by an authorised officer
in the presence of



Signature of authorised officer



Signature of witness

Gregory B Whitby AM KSG FACE FACEL
Executive Director
470 Church St
Parramatta NSW 1750

Daniel Lynch

(Name / Title / Address of authorised officer)

(Name of witness)

SIGNED for and on behalf of the Independent Education Union of Australia, as a representative of
employees by an authorised officer in the presence of



Signature of authorised officer

CAROL MATTHEWS
ACTING SECRETARY, NSW/ACT BR
485-501 Wattle Street
Ultimo NSW 2007

(Name / Title / Address of authorised officer)



Signature of witness

Michael Wright

(Name of witness)