

Catholic Schools Office, Diocese of
Maitland-Newcastle Employees
Enterprise Agreement 2017

Table of Contents

1.0 Application and Operation..... 4

1.1 Title of Agreement..... 4

1.2 Coverage 4

1.3 Term and Operation 4

1.4 Definitions..... 5

1.5 Individual Flexibility Arrangement..... 6

1.6 No Extra Claims 7

1.7 Access to the Agreement..... 7

1.8 Relationship Between this Agreement and the NES..... 7

2.0 Role, Selection and Appointment 8

2.1 Employment..... 8

2.2 Some Guiding Principles of Operation..... 8

2.3 Selection and appointment procedures..... 8

2.4 Right to Request Flexible Working Arrangements..... 9

3.0 Grades, Salaries and Letter of Appointment/Contract 11

3.1 Grade..... 11

3.2 Salary..... 12

3.3 Rates of Pay..... 13

3.4 Overpayment..... 13

3.5 Letter of Appointment/Contract..... 14

3.6 Allowances 15

3.7 Salary Packaging..... 16

3.8 Acting Appointments 16

3.9 Casual Employment 16

4.0 Leave..... 17

4.1 Annual Leave 17

4.2 Annual Leave Loading 17

4.3 Personal/Carer’s Leave 18

4.4 Parental Leave and Related Entitlements..... 20

4.5 Long Service Leave..... 22

4.6	Service.....	24
4.7	Other Leave.....	24
5.0	Hours of Employment.....	27
5.1	Hours of Work.....	27
5.2	Span of Hours.....	27
5.3	Flexitime	27
5.4	Flexibility within Normal Working Hours.....	27
5.5.	Overtime	28
6.0	Other Conditions, Benefits and Guidelines.....	30
6.1	Cars and Travel	30
6.2	Suspension	30
6.3	Termination of Employment.....	30
6.4	Redundancy Pay	31
6.5	Superannuation.....	33
7.0	Consultation, Dispute Resolution and Other Matters	36
7.1	Consultation Regarding Major Workplace Change	36
7.2	Dispute Resolution Procedures	37
7.3	Consultation About Change to Regular Roster or Ordinary Hours of Work	38
7.4	Union Members and Representatives.....	38
Executed As An Agreement		40
Appendices		41
	Appendix 1: Remuneration & Classification Review Committee	41
	Appendix 2: Current Salary Scales – Administrative Support Staff.....	42
	Appendix 3: Current Salary Scales – Education and Professional Officers	43
	Appendix 4: Current Salary Scales – Psychologists and Counsellors	44
	Appendix 5: Allowances	45
	Appendix 6: Flexitime.....	46
	Appendix 7: Diocese of Maitland-Newcastle Catholic Schools Office – Administrative Support Staff Job Grading Matrix	50
	Appendix 8: Diocese of Maitland-Newcastle Catholic Schools Office – Education and Professional Officers Job Grading Matrix.....	52

1.0 APPLICATION AND OPERATION

1.1 TITLE OF AGREEMENT

The title of this Agreement is the Diocese of Maitland-Newcastle, Catholic Schools Office Staff Enterprise Agreement 2017.

1.2 COVERAGE

1.2.1 This Agreement covers and applies to:

- a) The Employer, the Trustees of the Roman Catholic Church for the Diocese of Maitland-Newcastle.
- b) Employees, as defined in clause 1.4 of this Agreement, who work for the Catholic Schools Office.
- c) The Union, Independent Education Union of Australia

1.2.2 This Agreement does not cover or apply to:

- a) A Priest or member of a recognised religious order
- b) The Director of Schools
- c) Members of the Catholic Schools Office Leadership Team
- d) A person who is a volunteer or contractor
- e) Employees covered by the NSW & ACT Catholic Systemic Schools Enterprise Agreement 2015 or any agreement that replaces such EA
- f) Employees covered by the NSW and ACT Catholic Systemic Schools Principals Multi-Enterprise Agreement 2017

1.3 TERM AND OPERATION

1.3.1 Commencement Date and pay Rates

- a) This Agreement will come into effect seven (7) days after the date of approval by the Fair Work Commission ('the Commencement Date'). The nominal expiry date of the Agreement is 31 December 2018.
- b) The pay rates provided for in this Agreement will commence from the first full pay period after commencement of this Agreement.

1.3.2 Employer Policies

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

1.3.3 Savings

No Employee employed prior to commencement of this Agreement will, as a result of this Agreement, receive a rate of pay that is less than what they would have otherwise received immediately prior to the Commencement Date.

1.4 DEFINITIONS

In this Agreement:

- **'Act'** means the *Fair Work Act 2009* (Cth), as amended or replaced from time to time.
- **'Administrative Support Staff Member'** means an Employee other than an Education Officer, Professional Officer, Psychologist or Counsellor or those identified in subclause 1.2.2.
- **'Agreement'** means the Catholic Schools Office, Diocese of Maitland-Newcastle Employees Enterprise Agreement 2017.
- **'Casual Employee'** means an Employee who is engaged on a casual basis.
- **'Catholic Schools Office'** (CSO) means the organisation that is responsible for the employment of Employees as defined in paragraph 1.2.1b).
- **'Commencement Date'** means the date defined in paragraph 1.3.1a).
- **'Counsellor'** means an Employee who holds as a minimum a degree requiring the equivalent of four (4) years full-time study in counselling or social work recognised by the Australian Association of Social Workers (AASW) or other relevant tertiary qualifications deemed equivalent by the Employer.
- **'Diocese'** means the Diocese of Maitland-Newcastle.
- **'Education Officer'** means an Employee who holds relevant tertiary qualifications to teach in a school. An Education Officer is primarily involved in providing direct educational support and services to schools and may be either school based or located at the CSO.
- **'Employee'** means a person employed by the Employer as an Administrative Support Staff Member, an Education, or Professional Officer or as a Psychologist or Counsellor
- **'Employer'** means the Employer listed in paragraph 1.2.1a).
- **'Full-time Employee'** means an Employee who is engaged on a full-time basis.
- **'FWC'** means the Fair Work Commission.
- **'General Employee'** means a General Employee as defined by the NSW & ACT Catholic Systemic Schools Enterprise Agreement.
- **'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 an Employee who is engaged to work less than 35 hours per week.

- **'Professional Officer'** means an Employee who holds relevant tertiary qualifications and whose primary responsibilities requires the application of professional knowledge, experience and judgement in the development, management and implementation of services for the Employer.
- **'Psychologist'** means an Employee who holds as a minimum a degree requiring the equivalent of four (4) years full-time study in psychology recognised by the New South Wales Board of the Psychology Board of Australia.
- **'Regional ICT Administrator'** means a Professional Officer who holds relevant qualifications in the area of Information and Communications Technology and is based in a school.
- **'Union'** means the Independent Education Union of Australia.

1.5 INDIVIDUAL FLEXIBILITY ARRANGEMENT

1.5.1 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.
- b) the arrangement meets the genuine needs of the Employer and Employee in relation to one or more of the matters mentioned in paragraph 1.5.1 a); and
- c) the arrangement is genuinely agreed to by the Employer and Employee.

1.5.2 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.

1.5.3 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 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.

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

1.5.5 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.

1.6 NO EXTRA CLAIMS

Except as provided by the Act, prior to 31 December 2018, there will be no further claim by the parties to this Agreement for changes to salaries, rates of pay, allowances, or conditions of employment in relation to matters expressly contained in this Agreement.

1.7 ACCESS TO THE AGREEMENT

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

1.8 RELATIONSHIP BETWEEN THIS AGREEMENT AND THE NES

The NES continues to apply to Employees covered by this Agreement, except where this Agreement provides a more favourable outcome in a particular respect.

2.0 ROLE, SELECTION AND APPOINTMENT

2.1 EMPLOYMENT

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

2.1.2 Part-time Employees

Where appropriate, the terms of this Agreement shall apply on a pro rata basis for a Part-time Employee.

2.2 SOME GUIDING PRINCIPLES OF OPERATION

- Employees are required to support the mission, teachings and ethos of the Catholic Church's work in schools.
- Employees are required to support the relevant policies and procedures of the CSO.
- Services are focused on quality support to maximise the best outcomes for students.
- The System Strategic Plan provides the direction for organisational activities.
- The principle of subsidiarity influences all CSO planning and decision making.
- Teams are committed to cohesion and integration of services.
- Roles and relationships of CSO Employees in decision-making are complementary and collaborative.
- The gifts and skills of individual Employees are valued, acknowledged and utilised.
- Services are integrated in pursuit of agreed Diocesan priorities and goals for the CSO's ministry of service to schools.

2.3 SELECTION AND APPOINTMENT PROCEDURES

2.3.1 Full-time and part-time positions of more than one term in duration will normally be advertised and appointments made following a selection process.

Appointments will be made on the basis of merit and suitability for the position in accordance with the documented Employer selection process and appointment procedures of the Employer.

2.3.2 Letter of Appointment

The Employer will provide an Employee (other than a Casual Employee), on appointment, with a Letter of Appointment, 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;
- b) the number of hours each week;

- c) the rate of pay and classification applicable on commencement;
- d) the leave arrangements; and
- e) a statement in relation to superannuation benefits.

2.4 RIGHT TO REQUEST FLEXIBLE WORKING ARRANGEMENTS

2.4.1 If any of the circumstances referred to in subclause 2.4.2 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).

2.4.2 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, a 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.

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

- a) for an Employee other than a Casual Employee – the Employee has completed at least 12 months of continuous service with the Employer immediately before making the request; or
- b) for a Casual Employee – the Employee:
 - i) has been employed as a Casual Employee for more than 2 years with the Employer; and

- ii) has a reasonable expectation of continuing employment with the Employer on a regular and systematic basis.
- c) the request must:
 - i) be in writing; and
 - ii) set out details of the change sought and of the reasons for the change.

2.4.4 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 CSO.

3.0 GRADES, SALARIES AND LETTER OF APPOINTMENT/CONTRACT

3.1 GRADE

The following arrangements will continue to operate; however, the parties agree to review them over the course of this Agreement.

3.1.1 Administrative Support Staff

All Administrative Support Staff positions will be graded as Administrative Support Staff Grade 1, 2, 3, 4, 5 or 6.

The descriptors for each grade are contained in the document Diocese of Maitland-Newcastle Catholic Schools Office – Administrative Support Staff Job Grading Matrix (see Appendix 7). The descriptors in the matrix may require review over time.

In response to the changing priorities of the Catholic Schools Office, Maitland-Newcastle and/or a specific Team, a Head of Services may make submission to the Remuneration and Classification Review Committee (see Appendix 1) to consider the re-grading of a position according to the descriptors set out in the Job Grading Matrix. The Remuneration and Classification Review Committee will make a recommendation to the Director of Schools.

An Employee who wishes to dispute a matter associated with the grading of his or her position or employment conditions or who has had a substantial change in role or modification of duties has the right to apply for the position to be re-graded. Normally applications will need to be supported by the Head of Services but this does not preclude an application being made by an individual without that support. Written applications including a current role statement and supporting evidence can be submitted to the Remuneration and Classification Committee for review and recommendation.

3.1.2 Education and Professional Officers

All Education and Professional Officer positions will be graded as Education and Professional Officer Grade 1, 2, 3, 4 or 5. A Senior Education Officer classification is applied to all officers holding roles at Grade 4 or 5.

The descriptors for each grade are contained in the document Diocese of Maitland-Newcastle Catholic Schools Office – Education and Professional Officers Job Grading Matrix (see Appendix 8). The descriptors in the matrix may require review over time.

In response to the changing priorities of the Catholic Schools Office, Maitland-Newcastle and/or a specific team, a Head of Service may make submission to the Remuneration and Classification Review Committee to consider the regrading of a position according to the descriptors set out in the Job Grading

Matrix. The Remuneration and Classification Review Committee will make a recommendation to the Director of Schools.

An Employee who wishes to dispute a matter associated with the grading of his or her position or employment conditions or who has had a substantial change in role or modification of duties has the right to apply for the position to be regraded. Normally applications will need to be supported by the Head of Service, but this does not preclude an application being made by an individual without that support. Written applications including a current role statement and supporting evidence can be submitted to the Remuneration and Classification Committee for review and recommendation.

3.1.3 Psychologists

All Psychologists will be classified and paid in accordance with their qualifications and experience. Psychologists who have completed a minimum four-year university qualification and the relevant internship (if required) will commence on Level 3 unless they have previous relevant service that moves them to a higher level. Once appointed, all Psychologists will progress to the next Level following each year of service.

3.1.4 Counsellors

All Counsellors will be classified and paid in accordance with their qualifications and experience. Counsellors who have completed a relevant university qualification will commence on Level 1 unless they have previous relevant service that moves them to a higher level. Once appointed, all Counsellors will progress to the next Level following each year of service to a maximum of Level 10.

3.2 SALARY

The following arrangements will continue to operate; however, the parties agree to review them over the course of this Agreement.

3.2.1 Administrative Support Staff

The salary for Administrative Support Staff positions is determined by the grade for the position. There are six (6) grades (see Appendix 2: Current Salary Scales – Administrative Support Staff). Once appointed there is no automatic progression to a higher grade.

3.2.2 Education and Professional Officers

The salary for Education and Professional Officers is determined by the grade for the position. Each grade has three (3) salary levels: 1, 2 and 3 (see Appendix 3: Current Salary Scales – Education and Professional Officers).

Salary levels also reflect the different leave conditions of Education and Professional Officers.

Once appointed there is no automatic progression to a higher grade or higher salary level within a grade.

3.2.3 Psychologists

The salary for Psychologists is determined by their qualifications and experience (see subclause 3.1.3 and Appendix 4).

3.2.4 Counsellors

The salary for Counsellors is determined by their qualifications and experience (see subclause 3.1.4 and Appendix 4).

3.3 RATES OF PAY

3.3.1 Current Rates

The rates of pay contained in Appendix 2 – Current Salary Scales – Administrative Support Staff, Appendix 3 – Current Salary Scales – Education and Professional Officers and Appendix 4 – Current Salary Scales – Psychologists and Counsellors shall apply from the Commencement Date.

3.3.2 Future Increases: Administrative Support Staff

Subject to paragraph 3.3.4, the rates of pay contained in Appendix 2 – Current Salary Scales – Administrative Support Staff will be increased in 2017 and 2018 by the same percentage and from the same date as any increase to the rates of pay applying to General Employees employed in Diocesan schools of the Employer in 2017 and 2018.

3.3.3 Future Increases: Education and Professional Officers and Psychologists and Counsellors

Subject to paragraph 3.3.4 the rates of pay contained in Appendix 3 – Current Salary Scales – Education and Professional Officers and Appendix 4 – Current Salary Scales – Psychologists and Counsellors will be increased in 2017 and 2018 by the same percentage and from the same date as the rates applying to Teachers employed in Diocesan schools of the Employer.

3.3.4 Back Pay

Where increases to rates of pay occur pursuant to paragraphs 3.3.2 and 3.3.3 and the increase is effective from a date prior to the Commencement Date, the Employer will pay to each Employee the difference (if any) between the applicable rate of pay set out in Appendices 2–4 and the increased rate of pay for the period from the effective date of the increase to the Commencement Date, as soon as practicable.

3.4 OVERPAYMENT

Where the CSO becomes aware that payments have been made over or under entitlements provided for under this Agreement, the Employee shall be notified and the parties shall attempt to reach agreement on the money due or to be recovered. If the parties are unable to reach agreement, either party may have recourse to clause 7.2 of this Agreement.

3.5 LETTER OF APPOINTMENT/CONTRACT

The Letter of Appointment/Contract will outline details of the appointment. This will include salary and conditions of employment.

3.5.1 Administrative Support Staff

Initial appointment for Administrative Support Staff will generally be for two (2) years; however, there may be a probation period. Following this two-year period there is the expectation of renewal for further periods of four (4) years subject to a satisfactory performance review and evidence of ongoing suitability and effectiveness in the role as well as considerations related to CSO priorities. A failure to renew an appointment shall be a termination by the Employer for the purposes of clause 6.3 and clause 6.4.

3.5.2 Education Officers, Professional Officers, Psychologists and Counsellors

Initial appointment for an Education Officer will generally be for two (2) years; however, there may be a probation period. Following this two-year period there is the expectation of renewal for further periods of six (6) years subject to a satisfactory performance review and evidence of ongoing suitability and effectiveness in the role as well as considerations related to CSO priorities.

Secondments of Education Officers from a school to work in the Catholic Schools Office may be for periods of up to three (3) years; at the conclusion of the secondment the Education Officer shall be re-appointed to a position in a school in a position equivalent to that held prior to the secondment.

Initial appointment for a Professional Officer, Psychologist or Counsellor will generally be for three (3) years, with an expectation of renewal for further periods of five (5) years subject to a satisfactory performance review and evidence of ongoing suitability and effectiveness in the role as well as considerations related to CSO priorities.

With the exception of Employees appointed pursuant to Clause 3.5.3, a failure to renew an appointment pursuant to this subclause shall be a termination by the Employer for the purposes of clause 6.3 and clause 6.4.

3.5.3 Temporary Maximum Term Appointments

- a) Employees may be appointed on a temporary basis on a maximum term contract, without the expectation of renewal. In order for this clause to apply, the nature of the temporary position, and the fact that it is not expected that the position will be renewed, must be advised to the Employee in the letter of appointment.
- b) Subject to paragraphs 3.5.3c) and d) below, the non-renewal of a temporary maximum term contract will not be a termination by the Employer for the purposes of clauses 6.3 and 6.4 of this Agreement.

- c) Where an Employee has been employed under a series of temporary maximum term contracts for a continuous period of three years or more, the non-renewal of the last temporary maximum term contract will be a termination by the Employer for the purposes of clauses 6.3 and 6.4 of this Agreement.
- d) An Employee who is seconded to a specific project or role on a temporary maximum term contract will, at the conclusion of the secondment, be reappointed to a position equivalent to that held prior to the secondment. If an equivalent position is not available, and the Employee's employment is terminated, it will be a termination by the Employer for the purposes of clauses 6.3 and 6.4 of this Agreement.

3.6 ALLOWANCES

3.6.1 First Aid Allowance

- a) An Employee will be paid a first aid allowance as set out in Appendix 5: Allowances when they:
 - i) are required by their Employer to perform first aid duty;
 - ii) have been trained to render first aid; and
 - iii) hold current and appropriate first aid qualifications, such as a certificate from the St John Ambulance or similar body

Provided that the Employee is employed as such on a part-time basis, they will instead receive the applicable daily rate set out in Appendix 5: Allowances.
- b) The first aid allowance is not payable for the duration of any period of leave greater than 4 weeks that has been applied for and taken by an Employee.

3.6.2 Travel Allowance

- a) 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 Appendix 5: Allowances.
- b) The allowance will be calculated on a daily basis.
- c) Where an Employee is required to travel from their home to a location other than their usual place of employment, the Employee is entitled to be paid the allowance for all kilometres travelled to and from such other work location, subject to:
 - i) in the case of an Employee who normally travels to work in their own motor vehicle, a deduction of the kilometres normally travelled to and from their usual place of employment on that day;
 - ii) otherwise, a deduction of the usual costs of the Employee's journey to and from the usual place of employment (e.g. public

transport fares), but only to the extent that such usual costs have not also been incurred in respect of that day.

3.7 SALARY PACKAGING

- a) An Employer may offer and an Employee may elect to receive the value of their annual remuneration as a combination of salary or wages (payable fortnightly) and benefits payable by the Employer. The total value of such salary, benefits, fringe benefits tax and employer administrative charge will equal the appropriate rate of pay prescribed for the Employee in this Agreement. Employees should seek their own independent financial advice before entering into such arrangements.
- b) The Employer will determine the range of benefits available to the Employee and the Employee may determine the mix and level of benefits.
- c) Any payment calculated by reference to the Employee's rate of pay and payable either:
 - i) during employment; or
 - ii) on termination of employment; or
 - ii) on deathwill be at the rate prescribed by this Agreement.

Where the Employer offers and an Employee elects to receive their annual remuneration as a combination of salary or wages (payable fortnightly) and additional superannuation, the additional superannuation is payable to any eligible superannuation fund identified by this Agreement and nominated by the Employee.

3.8 ACTING APPOINTMENTS

If the Employee is appointed to act in a higher level position for 10 or more consecutive days, the Employee will receive the salary for the position they are acting in.

3.9 CASUAL EMPLOYMENT

- a) Employees who are engaged as Casual Administrative Support Staff will be paid the appropriate Casual rate as provided in Appendix 2 provided that the minimum start shall be for three (3) hours.
- b) Employees who are engaged as Casual Education Officers and Casual Professional Officers will be paid the appropriate Casual rate as provided in Appendix 3 provided that the minimum start shall be for three (3) hours.
- c) Employees who are engaged as Casual Psychologists and Counsellors will be paid the appropriate Casual rate as provided in Appendix 4 provided that the minimum start shall be for three (3) hours.

4.0 LEAVE

4.1 ANNUAL LEAVE

- a) All Employees (other than Casual Employees) are entitled to four (4) weeks of paid annual leave for each year of service. Annual leave accrues progressively over the year.
- b) In addition Education Officers, Psychologists, Counsellors and Regional ICT Administrators who have been on duty or approved paid leave are entitled to be absent from work during pupil vacation periods except for
 - i) five (5) days each pupil vacation period in the case of some Education Officers (as advised in their Letter of Appointment); and
 - ii) in an emergency in the case of Psychologists, Counsellors and Regional ICT Administrators.

4.1.1 Taking of Leave

- a) Administrative Support Staff would ordinarily take their annual leave during pupil vacation periods or at a time to minimise disruption to their service area. The timing of annual leave must be approved by the relevant Head of Service.
- b) Education Officers who receive part of the pupil vacation period will take their annual leave at the commencement of the Christmas vacation period.
- c) Professional Officers will take their annual leave at a time to minimise disruption to their service area. The timing of annual leave must be approved by the relevant Head of Service.
- d) Psychologists, Counsellors and Regional ICT Administrators will receive annual leave in accordance with 4.1b).
- e) Annual leave is exclusive of public holidays.
- f) If an Employee becomes ill during a period of annual leave and the illness is substantiated by a medical certificate and the Employee complies with the notice provisions in relation to personal/carer's leave, they may take that period as personal/carer's leave and apply to have the annual leave period covered by the medical certificate re-credited.

4.2 ANNUAL LEAVE LOADING

- a) An Employee (other than a Casual 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 hourly rate of pay as at 1 December, but excluding other non-salary payments. 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. 'School service date' means the usual commencement date of employment at a Diocesan school for Teachers who are to commence teaching on the first day of the first term.
- 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.

4.3 PERSONAL/CARER'S LEAVE

4.3.1 Entitlement to Paid Personal/Carer's Leave

- a) Any untaken accrued personal/carers leave will be retained. Any future entitlements will be as follows.
- b) Full-time Employees will be entitled to 15 days personal/carers leave for each year of service. Personal/carers leave will accrue progressively during a year of service according to the Employee's ordinary hours of work.
- c) Part-time Employees will be entitled to paid personal/carers leave on a pro-rata basis.
- d) Employees may take personal/carers leave if the leave is taken
 - i) because an 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 personal illness, or personal injury; or
 - An unexpected emergency; or
 - Domestic violence.
- e) 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) 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.
- g) 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.
- h) As soon as practicable, and where possible prior to the Employee's commencing such leave, they will notify their Head of Service of:
 - a) Their intention to take personal/carer's leave;
 - b) The reason for their absence in accordance with paragraph 4.3.1 d); and
 - c) The period, or expected period of their leave.

4.3.2 Evidence Requirements

- a) Evidence will not be required for the first three (3) days of Personal/Carer's Leave taken by an Employee in a school year. For subsequent absences, the provisions set out in paragraphs 4.4.2b) to e) will apply.
- b) **For personal illness or injury**
 - i) An Employee will, upon request, provide evidence to the Employer for each absence 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) **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.
- e) In normal circumstances, an Employee must not take Personal/Carer's Leave pursuant to subparagraph 4.3.1 d) ii) where another person had taken leave to care for the same person.

4.3.3 Accumulation of Personal/Carer's Leave

If the full period of Personal/Carer's Leave is not taken in any year, the untaken portion will be cumulative from year to year. No Employee will be subject to a cap on the maximum number of Personal/Carer's leave days that can accumulate from year to year.

4.4 PARENTAL LEAVE AND RELATED ENTITLEMENTS

Except as stated in this section, 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. Periods of unpaid parental leave will not count as service.

4.4.1 Paid Parental Leave (Primary Care-Giver)

An Employee will be entitled to take paid parental leave in accordance with this subclause if:

- a) They have an entitlement to and take parental leave under the Act; and

- b) 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.
- c) Paid parental leave will be paid for 14 weeks at the rate of pay the Employee would have received, if they had not taken parental leave. 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.
- d) The Employee may elect to be paid during the period of paid leave in paragraph 4.4.1b) either in accordance with the usual Employer payment schedule or as a lump sum payment in advance.
- e) A maximum period of 14 weeks will be counted as service where payment is made in accordance with paragraph 4.4.1b).
- f) Where an Employee applies for a lump sum payment in advance under paragraph 4.4.1d) 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 stillbirth 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 10 weeks 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 4.3) in the period four (4) 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 Casual Employee by their Employer during such paid leave.
- k) Where an Employee gives birth to a child while on unpaid leave (other than parental leave in relation to the birth of the same child) 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 4.4.1b).

4.4.2 Paid Parental Leave (Not Primary Care-Giver)

- 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, an Employee will be entitled, subject to this subclause, to take paid parental leave in one continuous period not exceeding two (2) weeks. The first week of such leave will be paid 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.
- d) The Employee must give a minimum of four (4) weeks written notice to their Head of Service of the dates on which they propose to start and end the period of paid parental leave.
- e) The entitlement to paid parental leave in paragraphs 4.4.2b) and 4.4.2c) 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 (4) 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.

4.4.3 Right to Request Extension of Parental Leave

An Employee entitled to parental leave may request to be allowed to extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months.

4.5 LONG SERVICE LEAVE

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

An Employee's balance of untaken accrued long service leave as at the Commencement Date is not affected by the commencement of this Agreement. From the Commencement Date, an Employee's entitlement to long service leave will be as follows.

4.5.1 Long Service Leave Entitlement for Administrative Support Staff

The long service leave entitlement of an Administrative Support Staff member will be:

- a) in respect of full-time service, 45.5 hours per year of service; and
- b) where an Administrative Support Staff member works part-time in a given year they will accrue leave on a pro rata basis according to the number of hours worked by the Employee in a week compared to 35, where a Full-time Employee accrues 45.5 hours of leave for each year of service.

4.5.2 Long Service Leave Entitlement for Education and Professional Officers and Psychologists and Counsellors

The long service leave entitlement of these Employees will be:

- a) in respect of full-time service of less than 10 years service, 6.5 days per year of service;
- b) in respect of full-time service completed, of 10 or more years, 10 days per year of service; and
- c) in respect of part-time service completed, a pro rata amount of the entitlement.

4.5.3 Notice to Take Long Service Leave

An Employee will, at a minimum, be entitled to take any accrued long service leave upon completion of ten years service and on completion of each additional five (5) years service thereafter.

When an Employee becomes entitled to long service leave in respect of their service, the CSO must give the Employee, and the Employee must take, the leave as soon as practicable, having regards to the needs of the CSO.

- a) The Head of Service must give the Employee not less than 20 weeks notice of any requirement to take leave.
- b) Unless the Head of Service otherwise agrees, an Employee must give not less than 20 weeks notice of their intention to take leave.

4.5.4 Cashing Out Long Service Leave

After 10 years service, 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 applicable state or territory long service leave legislation. This is because it is prohibited under state and territory long service leave legislation 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.

4.5.5 Payment of Long Service Leave on Termination

In the case of an Employee who has completed at least five (5) years service, and the service is terminated or ceases for any reason, the Employee must be paid their accrued long service leave balance calculated in accordance with this subclause.

4.5.6 Long Service Leave at Half Pay

Provided the minimum period of leave is ten 10 weeks, an Employee may elect to receive long service leave payments at half pay for the period of leave. For the purposes of this subclause, 'half-pay' means that over the course of a fortnight an Employee will receive one week of paid long service leave, followed by one week of leave without pay. The period of leave without pay will not be deemed as service for the purposes of this Agreement or any statutory entitlement.

4.6 SERVICE

Employees (other than Casual Employees) who take 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 a period.

4.7 OTHER LEAVE

4.7.1 Compassionate Leave for Employees Other than Casual Employees

- a) An Employee (other than a Casual 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 their Head of Service as soon as practicable of their intention to take leave, and must advise the period, or expected period of the leave.

- c) An Employee may be required to provide their Head of Service with satisfactory evidence of such death and/or personal illness or injury.
- d) Where an Employee takes compassionate leave, the CSO, 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 who is not an Immediate Family or household member, the CSO, in its absolute discretion, may grant leave, which will be deducted from the Employee's entitlement to personal/carer's leave.
- f) An Employee may take compassionate leave in conjunction with personal/carer's leave. In determining such a request, the Head of Service will give consideration to the circumstances and the reasonable operational requirements of the CSO.

4.7.2 Community Service Leave

- a) The Head of Service will provide an Employee with community service leave in accordance with the Act and this subclause.
- b) Where the involvement of an Employee (other than a Casual Employee) in a community service activity has been approved by the Head of Service after consideration of the needs of the CSO, an Employee will be entitled to paid leave of not more than five (5) days in any calendar year (unless otherwise agreed) 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 (other than a Casual 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 CSO any monies payable to the Employee for such attendance (excluding reimbursement of expenses) which required the Employee's absence from work.
- d) The Employee must notify the Head of Service as soon as possible of the date upon which he or she is required to attend for jury service. The Employee must provide a copy of the summons to attend jury duty and a record of payments received as proof of attendance.

4.7.3 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.

4.7.4 Examination and Study Leave

An Employee (other than a Casual Employee) who, for the purposes of furthering training which is relevant to their employment, enrolls in any course approved by the CSO 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.

4.7.5 Overseas Volunteer Programs

An Employee (other than a Casual Employee), who has completed at least five (5) years continuous service, will be entitled to leave without pay to work in an overseas volunteer program approved by the CSO. The leave will normally be granted for one (1) year but may be granted for up to two (2) years if required by the relevant volunteer program and agreed by the CSO.

Such leave without pay will not break continuity of service but does not count as service with the CSO for the purpose of long service leave or any other accrued entitlements.

4.7.6 Leave without Pay (LWOP)

Leave without pay (LWOP) may only be granted by the Director of Schools or his delegated authority. Application is made, through the Head of Services to the Director, on the Application for Leave Form with a supporting statement as to why such leave is requested.

4.7.7 Compensatory Leave

Professional Officers and Education Officers who only receive four (4) weeks annual leave and don't receive an additional entitlement during pupil vacation periods will be granted a maximum of 10 days compensatory leave per calendar year as compensation for work undertaken outside of normal office hours. This leave must be taken within the calendar year and will be pro rata for Part-time Employees and Employees who commenced during the year. It is expected that compensatory leave will be taken during school holidays of the accrual year.

5.0 HOURS OF EMPLOYMENT

5.1 HOURS OF WORK

- a) Employment of all Employees is based on a 35-hour working week which shall be as a seven (7) hour day worked continuously plus one (1) (unpaid) hour for lunch, Monday to Friday, provided that for positions other than Administrative Support Staff, after hours work may be required. A paid morning or afternoon tea break of 15 minutes shall be provided at a time suitable to the Employer.
- b) The span of ordinary hours of work for Part-time Employees will be the same as those worked by Full-time Employees as provided in 5.1 (a). Part-time Administrative Support Staff who are required to work additional hours will be paid at the casual rate of pay applicable to the Employee's position, provided that Administrative Support Staff will be paid overtime rates for hours worked outside the span of ordinary hours or hours that are worked in excess of seven (7) hours per day; and for hours that are worked in excess of 35 hours per week. A Part-time Employee will be paid for a minimum of three (3) consecutive hours on any day.

5.2 SPAN OF HOURS

The normal working day spans the hours between 8.00am and 6.00pm.

5.3 FLEXITIME

Flexitime is available for all full-time Administrative Support Staff.

The conditions for Flexitime can be found at Appendix 6.

Flexitime arrangements must be approved by the Head of Service prior to commencing, and may be reviewed from time to time.

5.4 FLEXIBILITY WITHIN NORMAL WORKING HOURS

In order for professional services to be available to the educational community, there may need to be flexibility within the normal working hours to accommodate before school, after school, evening and special project commitments. Starting and finishing times can be negotiated as long as these do not interfere with the services provided to schools.

The use of flexible hours may expand the span of hours worked to be between 8.00am and 6.00pm for Education and Professional Officers based at the Catholic Schools Office. To ensure that the efficiency of the team or the level of service to schools is not lessened, the Employee must apply for approval to their Head of Service. Such a request will only be granted if there is no increase in cost to the CSO and service levels can be maintained. This arrangement may be varied from time to time.

5.5. OVERTIME

This clause 5.5 Overtime only applies to Administrative Support Staff.

5.5.1 Requirement to Perform Reasonable Overtime

- a) Administrative Support Staff may be required to perform reasonable overtime and must be paid at overtime rates for work performed either outside, or in excess of, the ordinary hours.
- b) Administrative Support Staff may refuse to work overtime in circumstances where the working of such overtime would be unreasonable. What is unreasonable or otherwise will be determined having regard to:
 - i) any risk to the Employee's health or safety;
 - ii) the Employee's personal circumstances including any family and carer responsibilities;
 - iii) the needs of the Employer;
 - iv) the notice (if any) given by the Employer of the overtime, and by the Employee of his or her intention to refuse it; and
 - v) any other relevant matter.

5.5.2 Overtime Rates

- a) An Employee employed as Administrative Support Staff will be paid overtime for all authorised work performed outside of the ordinary hours of work, as provided in clause 5.1, as follows:

Monday to Friday: 150% of the unaveraged ordinary hourly rate of pay for the first two (2) hours and 200% of the unaveraged ordinary hourly rate of pay after that.

Midnight Friday to Midnight Sunday: 200% of the unaveraged ordinary hourly rate of pay.

- b) In calculating overtime, each day's work will stand alone.
- c) For work performed on Sunday an Employee will be paid at the overtime rate calculated in accordance with paragraph 5.5.2(a) for a minimum payment of four (4) hours work.

5.5.3 Time Off Instead of Overtime Payment

- a) Where an Employee employed as Administrative Support Staff has performed work on overtime, the Employee may elect, with the consent of the Employer, to take time off in lieu of payment for overtime at a time or times agreed with the Employer within 12 months of the election. Such

election will be evidenced in writing and kept with time and wages records.

- b) Overtime taken as time off during ordinary time hours will be taken at the ordinary time rate, that is, an hour for each hour worked, in respect of overtime worked between Monday and Friday inclusive.
- c) Normal overtime rates for Saturday and Sunday as set out in paragraph 5.5.2(a) will typically apply for those days, provided that an Employee may request that the Employer provide time off instead of payment of overtime equivalent to the number of hours of payment the Employee would have received had they been paid overtime for such work.
- d) An Employee may not accumulate more than 20 hours to be taken as leave in lieu of overtime payment.
- e) An Employee will be paid any outstanding time in lieu of overtime at the appropriate overtime rate provided for in subclause 5.5.2 if such leave has not been taken within 12 months of accrual or if the Employee's employment terminates.

5.5.4 Recall to Work

- a) An Employee employed as Administrative Support Staff required to attend the Employer's premises for a reason other than carrying out rostered duties after leaving the place of employment (whether notified before or after leaving the place of employment) will be paid a minimum of two (2) hours pay at the appropriate rate for each such attendance.
- b) This subclause will not apply where a period of duty is continuous with the completion or commencement of ordinary working time (notwithstanding that the Employer may allow the Employee a reasonable meal break before, during or after such attendance).

5.5.5 Make-up Time

An Employee employed as Administrative Support Staff may elect, with consent of the Employer, to work make-up time under which the Employee takes time off during ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in this Agreement, at the ordinary rate of pay.

6.0 OTHER CONDITIONS, BENEFITS AND GUIDELINES

6.1 CARS AND TRAVEL

The CSO recognises that in order to fulfil their duties of employment Employees may be required to undertake work-related travel.

The CSO will meet the travel needs of Employees by using one of the following methods:

- a) Employees can elect to take on a packaged leased vehicle where the business portion of the lease is paid by the Catholic Schools Office. **OR**
- b) Reimbursement of travel expenses based on a cents per kilometre method for the business kilometres that are travelled (as set out in subclause 3.6.2).

Any incidental expenses may be recouped by the presentation of an expenses claim form to the Head of Service.

6.2 SUSPENSION

6.2.1 Notwithstanding any of the provisions in this Agreement, an 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.

6.2.2 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 (4) weeks.

6.3 TERMINATION OF EMPLOYMENT

This clause 6.3 Termination of Employment excludes Casual Employees.

6.3.1 Notice of Termination

- a) An 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) An 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 6.3.1c), 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 (other than a Casual Employee) will not be terminated without the provision of four (4) weeks notice. In the case of Employees over 45 years of age who have completed at least two (2) years of continuous service, an additional one (1) week's notice shall be applied.
- d) An Employee is required to give at least four (4) weeks notice of termination to their Employer.
- e) 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.

6.3.2 Payment on Termination

- a) Employees will, upon termination of employment be paid all salary or wages and other monies due, 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 6.3.1 d), 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.

6.3.3 Statement of Service

- a) On termination of employment the Employer will, on request, provide an Employee with a Statement of Service.
- b) Upon request, a Casual Employee will be supplied with a Statement of Service that sets out the number of days of duty undertaken by the Employee during the period of engagement.

6.4 REDUNDANCY PAY

6.4.1 Where an Employee's employment is to be terminated due to redundancy, the Employer (subject to an application and further order of the FWC), will pay the following redundancy pay in respect of a continuous period of service:

a) Administrative Support Staff

YEARS OF SERVICE	ENTITLEMENT	ENTITLEMENT
	Under 45 years of age	45 years of age and over
less than 1 year	Nil	Nil
1 year and less than 2 years	4 weeks	5 weeks
2 years and less than 3 years	7 weeks	8.75 weeks
3 years and less than 4 years	10 weeks	12.5 weeks
4 years and less than 5 years	12 weeks	15 weeks
5 years and less than 6 years	14 weeks	17.5 weeks
6 years and over	16 weeks	20 weeks

b) Educational and Professional Officers, Psychologists and Counsellors

YEARS OF SERVICE	ENTITLEMENT	ENTITLEMENT
	Under 45 years of age	45 years of age and over
less than 1 year	Nil	Nil
1 year and less than 2 years	4 weeks	5 weeks
2 years and less than 3 years	7 weeks	8.75 weeks
3 years and less than 4 years	10 weeks	12.5 weeks
4 years and less than 5 years	12 weeks	15 weeks
5 years and less than 6 years	14 weeks	17.5 weeks
6 years and less than 7 years	16 weeks	20 weeks
7 years and less than 8 years	17 weeks	21.5 weeks
8 years and less than 9 years	18 weeks	23 weeks
9 years and less than 10 years	19 weeks	24.5 weeks
10 years and less than 11 years	20 weeks	26 weeks
11 years and less than 12 years	21 weeks	27.5 weeks
12 years and less than 13 years	22 weeks	29 weeks
13 years and over	26 weeks	32.5 weeks

- c) In calculating years of service, 'service' means continuous service. Service as a Casual Employee will not be included in the calculation of years of service for the purposes of clause 6.4 of this Agreement.
- d) Subject to paragraphs 3.5.3c) and d), redundancy payments will not be made to an Employee employed on a temporary maximum term contract on the expiry and/or non-renewal of the temporary maximum term contract, or to an Employee engaged as a Casual Employee.
- e) 'Weeks' means the all-purpose weekly rate of pay for the Employee concerned at the date of termination, and will include, in addition to the ordinary rate of pay, over Agreement payments and allowances provided for in this Agreement.

6.4.2 Incapacity to Pay

- a) Subject to an application by the Employer and further order of the FWC, an Employer may pay a lesser amount (or no amount) of redundancy pay than that contained in subclause 6.4.1.
- 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 6.4.1 will have on the Employer.

6.4.3 Alternative Employment

Subject to an application by the Employer and further order of the FWC, an Employer may pay a lesser amount (or no amount) of redundancy pay than that contained in subclause 6.4.1 if the Employer obtains acceptable alternative employment for an Employee.

6.4.4 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 (1) day off without loss of pay during each week of notice, to a maximum of five (5) weeks, for the purpose of seeking other employment.
- b) If the Employee has been allowed paid leave for more than one (1) 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.

6.4.5 Employee Leaving During the Notice Period

An Employee given notice of termination in circumstances of redundancy may terminate their employment during the period of notice. The Employee is entitled to receive the benefits and payments they would have received under this subclause had they remained in employment until the expiry of the notice, but is not entitled to payment in lieu of notice.

6.4.6 Notice to Centrelink

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

6.4.7 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.

6.5 SUPERANNUATION**6.5.1 Definitions**

For the purposes of this clause:

- a) 'Basic Earnings' means:
 - i) the minimum annual rate of salary/ wage prescribed from time to time for the Employee by 3.2 Salary;
 - ii) allowances pursuant to 3.6 Allowances; 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)*.

- b) 'Fund' means:
 - i) NGS Super;
 - ii) The Australian Catholic Superannuation and Retirement Fund (ACSRF); and
 - iii) any other superannuation fund approved in accordance with the Commonwealth's operational standards for occupational superannuation funds which the Employee is eligible to join and which is approved by the Employer as a fund into which an Employee of that Employer may elect to have the Employer pay contributions made pursuant to this Agreement in respect of that Employee;

provided that, if offered as a default Fund, the Fund offers a MySuper Product.

6.5.2 Benefits

- a) Each Employer will, in respect of each Employee employed by the Employer, and subject to the provisions of subclause 6.5.4, pay superannuation contributions into the Fund nominated by the Employee at the rate of 9.5 per cent of the Employee's Basic Earnings.
- b) The percentage rate in paragraph 6.5.2a) 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 6.5.2a) 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 and of the available Funds within two (2) weeks of the date of commencement of employment. The Employee will advise the Employer in writing of their choice of Fund (as defined in paragraph 6.5.1b). If the Employee does not nominate a Fund, the Employer may nominate a default Fund. NGS Super will be made available by the Employer to each Employee.
- d) Where a Casual Employee has, at any time prior to the Commencement Date, met the requirements to be a 'Qualified Employee' with an Employer who is a party to this Agreement under the superannuation provisions of any agreement, transitional industrial instrument or NSW State award that applied to the Employee at the relevant time, then the Employer will continue to make superannuation contributions to that Casual Employee under this subclause in respect of all days worked.

6.5.3 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.

6.5.4 Exceptions

An 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) subject to the provisions of paragraph 6.5.2 d) (Qualified Employee), earns less than \$450 salary per month; or
- c) is under the age of 18 years old and works less than 30 hours per week; or
- d) is otherwise referred to in section 27 of the SGAA.

7.0 CONSULTATION, DISPUTE RESOLUTION AND OTHER MATTERS

7.1 CONSULTATION REGARDING MAJOR WORKPLACE CHANGE

7.1.1 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.

7.1.2 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.

7.1.3 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.

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

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

7.1.6 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.

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

7.2 DISPUTE RESOLUTION PROCEDURES

7.2.1 In the event of a dispute about a matter under:

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

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

7.2.2 If a dispute is unable to be resolved at the workplace, and all appropriate steps under subclause 7.2.1 have been taken, a party to the dispute may refer the dispute to the FWC.

7.2.3 The parties may agree on the process to be utilised by the FWC including mediation, conciliation and arbitration.

7.2.4 Where the matter in dispute remains unresolved, the FWC may exercise any method of dispute resolution permitted by the Act that it considers appropriate to ensure the settlement of the dispute.

7.2.5 An Employer or Employee may appoint another person, organisation or association to accompany and/or represent them for the purpose of this clause.

7.2.6 While the dispute resolution procedure is being conducted, work must continue in accordance with this Agreement and the Act. Subject to applicable work health and safety legislation, 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.

7.3 CONSULTATION ABOUT CHANGE TO REGULAR ROSTER OR ORDINARY HOURS OF WORK

7.3.1 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.

7.3.2 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.

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

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

7.4 UNION MEMBERS AND REPRESENTATIVES

7.4.1 Meetings of Union members who are employed at the CSO may be held on the Employer's premises at times and places reasonably convenient to both Union members and the Employer.

- 7.4.2** Union meetings will take place during lunchtime or outside normal work hours.
- 7.4.3** The Employer will permit the Union representative at the CSO to post Union notices relating to the holding of meetings on a staffroom noticeboard.
- 7.4.4** The Union representative will be permitted in working hours to meet the Employer on Union business. Such meetings will take place at a time and place convenient to both parties.

EXECUTED AS AN AGREEMENT

SIGNATORIES to the Agreement.

SIGNED for and on behalf of the)
Employer, the Trustees of the Roman)
Catholic Church for the Diocese of)
Maitland-Newcastle, on behalf of)
the Catholic Schools Office by an)
authorised officer in the presence of



Signature of witness

Shirley Jean Downs
Name of witness (print)




Signature of authorised officer

MICHAEL JOSEPH SLATTERY
Name of authorised officer

DIRECTOR OF SCHOOLS
Title

841 HUNTER ST NEWCASTLE
Address of authorised officer

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 witness

CAROL MATTHEWS
Name of witness (print)



Signature of authorised officer

GLORIA ANN TAYLOR
Name of authorised officer

NSW/ACT BRANCH IEUA DEPUTY SECRETARY
Title

485-501 WATTLE STREET ULTIMO 2007 NSW
Address of authorised officer

APPENDICES

APPENDIX 1: REMUNERATION & CLASSIFICATION REVIEW COMMITTEE

ACCOUNTABLE TO: Director of Schools

MEMBERSHIP: Leadership Team

TERMS OF REFERENCE:

1. To advise the Director on salary matters and conditions of employment pertaining to CSO officers whose employment conditions are not covered by an Industrial Award.
2. To clarify, rationalise and recommend to the Director changes and adjustments to the salary scales and other related issues for Professional Officers, Education Officers and Administrative Support Staff.
3. To receive and review submissions from Heads of Services and individuals for the re-grading of positions for approval by the Director.
4. To revise and keep current the documents – Position Definitions, Salary Structures, and Conditions of Employment for CSO Staff Employed in the Diocese of Maitland-Newcastle.
5. To monitor and refer to the Director and/or the CSO Leadership Team significant issues that have implications of justice and equity among CSO Employees.

FREQUENCY OF MEETINGS:

The Committee will meet four (4) times in the year or when required.

REPORTING PROCEDURE:

The Chair of the committee reports to the Director of Schools.

APPENDIX 2: CURRENT SALARY SCALES – ADMINISTRATIVE SUPPORT STAFF

Effective from the first full pay period after 1 January 2016 (2.5% increase)

GRADE	GROSS P.A \$	GROSS/FORTNIGHT \$	HOURLY RATE \$	CASUAL HOURLY RATE \$	CASUAL DAILY RATE \$
1	46,647	1,789.20	25.56	30.67	214.70
2	54,148	2,076.90	29.67	35.60	249.22
3	61,667	2,365.30	33.79	40.55	283.85
4	69,186	2,653.70	37.91	45.49	318.43
5	76,723	2,942.80	42.04	50.45	353.15
6	84,224	3,230.50	46.15	55.38	387.66

APPENDIX 3: CURRENT SALARY SCALES – EDUCATION AND PROFESSIONAL OFFICERS

Effective from the first full pay period after 1 January 2016 (2.5% increase)

GRADE	SALARY LEVEL	SALARY GROSS PA \$	CASUAL HOURLY RATE \$	CASUAL DAILY RATE \$
1	1.1	75,978	49.96	349.70
	1.2	82,865	54.49	381.41
	1.3	89,658	58.95	412.67
2	2.1	94,556	62.17	435.22
	2.2	102,432	67.35	471.47
	2.3	110,307	72.53	507.72
3	3.1	115,539	75.97	531.79
	3.2	121,788	80.08	560.56
	3.3	127,757	84.01	588.04
4	4.1	133,863	88.02	616.14
	4.2	136,921	90.03	630.22
	4.3	142,138	93.46	654.23
5	5.1	148,782	97.83	684.80
	5.2	157,838	103.78	726.49
	5.3	166,512	109.49	766.42

APPENDIX 4: CURRENT SALARY SCALES – PSYCHOLOGISTS AND COUNSELLORS

Effective from the first full pay period after 1 January 2016 (2.5% increase)

LEVEL	SALARY GROSS PA \$	CASUAL HOURLY RATE \$	CASUAL DAILY RATE \$
1	64,008	42.09	294.61
2	67,300	44.25	309.77
3	70,603	46.42	324.97
4	73,902	48.59	340.15
5	77,200	50.76	355.33
6	84,622	55.64	389.50
7	87,919	57.81	404.66
8	91,215	59.98	419.84
9	94,518	62.15	435.05
10	102,888	67.65	473.57
11	110,307	72.53	507.72

APPENDIX 5: ALLOWANCES

First Aid Allowance

DAILY RATE	WEEKLY RATE
\$	\$
3.61	18.03

Travel Allowance

The rates below will be calculated on a daily basis.

	CENTS/KM
Education Officers	65 cents/km
Professional Officers	50 cents/km for every 100km and over
Psychologists	
Counsellors	
Administrative Support Staff	

APPENDIX 6: FLEXTIME

Scope

The policy applies to Administrative Support Staff at the Catholic Schools Office. Part-time Employees are not entitled to the flexible leave arrangements.

Definitions

- **Working day** refers to a period of 7 hours for Full-time Employees.
- **Block** refers to a working period of 4 weeks (140 hours for Full-time Employees).
- **Work Attendance Record** refers to the weekly spreadsheet documenting time worked.
- **Flexible leave** refers to leave taken in lieu of time worked in excess of 35 hours per week for Full-time Employees.

Overview

The flexible work practices arrangement provides Administrative Support Staff and the Catholic Schools Office flexibility to achieve a better balance between the personal lives and working times of Employees, while giving priority to the Catholic Schools Office operational needs and the maintenance of acceptable workflows.

The flexible work practices arrangement allows for Employees to accrue time, during a 4-week work cycle, which can then be taken as time off work without loss of pay at a later date.

These arrangements require a commitment from both Employees and supervisors to ensure that work areas are adequately resourced to perform their functions at all times. Staffing levels must be adequate to ensure effective communication and the fulfilment of day-to-day service area functions and responsibilities. Hence, access to the flexible hours arrangement is at all times subject to the work area's operational requirements.

To ensure all Administrative Support Staff at the CSO are able to have access to flexible work practices cooperation between Employees is required to assist with replacing Employees in other areas taking flexible leave.

Flexible work practice rules for Administrative Support Staff

- Employees are to apply in writing to their Head of Service in order to vary their working hours.
- Flexible leave may only be taken in consultation with, and the approval of, the Head of Service.
- Employees cannot accumulate flexible leave unless work is available to be performed during the four-week cycle and the work is actually performed.

- Employees must complete a formal record of their starting and finishing times using the appropriate Work Attendance Record (Excel), to submit as a signed document to their Head of Service at the end of each four-week block.
- Employees may commence no earlier than 8.00am.
- Employees are encouraged and normally expected to take one (1) hour for lunch between noon and 2.00pm. Employees may not work through the whole or part of lunch break to accrue flexible leave.
- Employees may elect to accrue up to an additional half hour per day subject to the availability of work.
- The accrued time is not to exceed 7 hours per four week block and cannot carry over from term to term.
- The only exception to this is, if the relevant Head of Service approves Employees accruing flexible leave over three (3) four-week cycles (21 hours) to be taken as a block during the term school holidays.
- When taking a flexible leave day Employees must complete a leave form and submit it to their Head of Service.
- Time credit must be taken during the block following its accrual or it is lost.
- Employees may not be in debit more than one (1) working day (7 hours) in any one (1) designated block or 21 hours in any three (3) blocks.
- Where there is demonstrably insufficient work, the Head of Service or team coordinator may require an Employee not to work hours in addition to their ordinary hours.
- No Casual Employees are employed to replace Employees on leave. Administrative Support Staff will be required from time to time to work outside their service area and perform duties in another area e.g. Reception
- Any unresolved dispute in respect of this procedure is to be referred to the Head of Employee Services for final decision.
- There is no pay-out of flexible leave on cessation of employment.

What are the restrictions?

The Head of Service may direct that:

- Employees cannot access flexible leave during all, or part, of their regular hours on a given day where there are clear operational requirements; or
- Employees may not work in addition to their regular hours **where there is insufficient appropriate work.**

Staff responsibilities

Employees must ensure that they are working their prescribed hours in a four-week work cycle. For example, a Full-time Employee is expected to work 140 hours in each four-week work cycle. Employees are responsible for recording hours worked and are to maintain no less than a zero flexible leave balance.

Employees may elect not to take advantage of flexible leave in any four-week cycle due to personal or work circumstances following discussion with and the agreement of their Head of Service.

An Employee who does not comply with the flexible work practices guidelines will be given guidance and if they continue to fail to comply, may be denied access to flexible hours.

Head of Service responsibilities

The Head of Service will ensure that the flexible hours arrangement guidelines are followed and that adequate resources are available to service the needs of the work area and the Catholic Schools Office. Head of Services will monitor the flexible hours arrangements within their work areas to ensure the equitable distribution of flexible leave taken, that all flexible leave balances are reasonable and that they reflect the operational needs of the work area.

The accumulation of flexible leave will be calculated over a four-week cycle, and the maximum carry over between the four-week work cycle will normally be seven (7) hours. Heads of Service may decide that Employees are able to accumulate flexible leave over three (3) four-week blocks (21 hours) if they wish Administrative Support Staff to take their flexible leave during the term school holidays. The operation of the flexible hours arrangement should ensure that either a zero or credit flexible leave balance is maintained.

Disputes between Employees regarding working times and access to time off under a flexible hours arrangement are to be negotiated between the Employees concerned. Failing agreement between the Employees, the matter will be referred to the Head of Service and the Head of Service's decision will be final.

Heads of Service will co-operate with other Service Areas in making available their Administrative Support Staff for duties in other areas when required. Arrangements and induction for Employees covering reception work will be coordinated by Employee Services.

Example Flexible Work Practice Arrangement

Week 1	Monday	Tuesday	Wednesday	Thursday	Friday	Hours Worked per week
	8.30 - 5.00	8.00 - 4.30	8.00 - 4.30	8.00 - 4.30	8.00 - 4.30	
Lunch	12.00 – 1.00	12.00 – 1.00	12.00 – 1.00	12.00 – 1.00	12.00 – 1.00	
Totals:	7.5	7.5	7.5	7.5	7.5	37.5
Week 2	Monday	Tuesday	Wednesday	Thursday	Friday	Hours Worked per Week
	8.30 - 5.00	8.00 - 4.30	8.00 - 4.30	8.00 - 4.30	8.00 - 4.30	
Lunch	1.00 – 2.00	1.00 – 2.00	1.00 – 2.00	1.00 – 2.00	1.00 – 2.00	
Totals:	7.5	7.5	7.5	7.5	7.5	37.5
Week 3	Monday	Tuesday	Wednesday	Thursday	Friday	Hours Worked per Week
	8.00 - 4.30	8.00 - 4.30	8.00 - 4.30	8.00 - 4.30	8.00 - 4.00	
Lunch	12.00 – 1.00	12.00 – 1.00	12.00 – 1.00	12.00 – 1.00	12.00 – 1.00	
Totals:	7.5	7.5	7.5	7.5	7	37
Week 4	Monday	Tuesday	Wednesday	Thursday	Friday	Hours Worked per Week
	8.30 - 4.30	8.30 - 4.30	8.30 - 4.30	8.30 - 4.30	FLEX DAY	
Lunch	1.00 – 2.00	1.00 – 2.00	1.00 – 2.00	1.00 – 2.00	N/A	
Totals:	7.0	7.0	7.0	7.0	0	28



DIOCESE OF MAITLAND-NEWCASTLE CATHOLIC SCHOOLS OFFICE
ADMINISTRATIVE SUPPORT STAFF ■ JOB GRADING MATRIX ■ MARCH 2007

CORE SKILLS	GRADE 1 (AQF1) Straightforward tasks, Develops General Office & Routine Procedures Capability	GRADE 2 (AQF 2) General Office & Routine Procedures, Regular Guidance Required	GRADE 3 (AQF 3) Routine Office Systems & Standard Enquiries, Limited Supervision Required	GRADE 4 (AQF 4) Complex Office Systems, Sensitive &/or Complex Enquiries	GRADE 5 (AQF 5) Assists Monitoring & Implementation, Team Leader Capability	Grade 6 (AQF 6) Implements Office Systems, Complex Management Reports, Office Management Capability, Many years of experience. Judgements and considerations on complex technical issues.
Vision and Mission	Gains an understanding of the mission and objectives of the CSO during the course of work. Is supportive of the vision, mission and values of the Catholic Education system.	Has demonstrated interest in and commitment to the vision, mission and values of Catholic education. Completes work with a sense of service.	Has an understanding of and commitment to the mission and objectives of the CSO. Sees priority in work as offering service to schools	Has a good understanding of and commitment to the mission and objectives of the CSO. Is able to articulate the mission and objectives of the CSO to people at lower levels.	Has a working knowledge of and commitment to the mission and objectives of the CSO. Is able to actively promote the mission and objectives of the CSO to people at lower levels.	Has significant knowledge of the mission and objectives of the CSO. Is able to actively promote and demonstrate commitment to the mission and objectives of the CSO to staff at lower levels.
Knowledge of Organisation-Work	Developing a general knowledge of the functions of the CSO and a detailed knowledge of their work area.	Has a general knowledge of the functions of the CSO and a detailed knowledge of their work area. Possesses a detailed knowledge of the operations in their area of work.	Has a general knowledge of the functions of departments and sections of the CSO and of outside organisations dealt with. Has good working knowledge of focus areas of role.	Has a working knowledge of functions in CSO teams schools and related organisations dealt with. Has a sense of total process/context and how parts relate to the whole operation of the CSO. Applies knowledge to specific cases. Identifies general themes, trends, and patterns eg in client needs. Picks up on the technical issues in specific tasks. Is alert to variations/ exceptions in regular tasks and follows up appropriately.	Has an in-depth understanding of a segment of the CSO's work and how it relates to the whole operation of the CSO. Analyses new methods and procedures and business applications. Has a detailed knowledge of the role and responsibilities of the Director/ Head of Service, related work in other Teams and the CSO. Has general knowledge of relevant CSO Committees, national Catholic education and functions of other relevant external organisations. Working knowledge of relevant policies, guidelines and legislation, internal and external to the Catholic Schools Office	Has significant knowledge of the CSO's structure, systems, policies, procedures, values and strategic direction. Develops the capacity to relate analysis, evaluation, advice and assistance to the needs of the CSO and clients. Significant knowledge of relevant policies, guidelines and legislation, internal and external to the Catholic Schools Office
Accountability Supervision	Accountable for accuracy and timeliness of own work Undertakes specific and defined straightforward tasks with close supervision , defined as: <ul style="list-style-type: none"> Clear and detailed instructions are provided; tasks are covered by standard procedures; Deviation from procedures or unfamiliar situations are referred to higher levels; and Work is regularly checked Influences own daily work priorities and schedules under direction of supervisor .	Responsible and accountable for own work which is performed within established practices, routines, methods and procedures. Applies rules, processes and standards under general supervision . Is self-reliant and exercises initiative.	Responsible and accountable for own work, which is performed within established guidelines, & Manages own workload - Ability to work with minimum supervision. Meets deadlines. Is self-reliant and exercises initiative. Participates as an effective team member. Follows through routine processes with rigour ensuring all steps are completed and recorded. Is able to decide the priority of tasks, and make appropriate decisions when leader is not available. Initiates regular communication regarding the progress of work. Takes responsibility for own learning of the role. Assists less experienced staff through limited coaching on the job and limited checking of others work.	Responsible and accountable for their own work, and exercises discretion and initiative in the organisation of work within prescribed limits. OR May lead a small team where they allocate work. Supervision is minimal . Latitude is given within the position's areas of responsibility to perform tasks without close monitoring. The effect of decisions is usually limited to a localised group of functions. Takes responsibility for and is committed to the whole process. May be required to train other employees in the skills of their own grade and below by means of personal instruction and demonstration.	Works independently . Monitors own performance. Supervision is by means of reporting to more senior staff as required. Will receive broad direction from senior staff Responsible and accountable for their own work, and may have responsibility for the work of a section or unit. Provides technical, operational or procedural advice, exercises initiative. Participates as an effective team member. May assist with the selection of office support team staff.	Performs duties autonomously OR May supervise a group where they allocate work, and coach and monitor performance of team members. Provides technical, operational or procedural direction and advice, exercises significant initiative. Participates as an effective team member. Assists with the selection of office support team staff.
Task level	Follows established work procedures to achieve team goals. Works within established routines, methods and procedures. Understands simple instructions, learns basic routines and procedures. Operates and maintains equipment appropriate to the function and level of qualification Acquires and applies proficiency in standard office equipment and computer applications	Performs clerical and office tasks using a more extensive range of skills and knowledge at a level higher than required in Grade 1. Performs a range of straightforward tasks where procedures are clearly established. May on occasion perform more complex tasks. Explains rules, procedures and operational policies to clients or colleagues Understands and applies theoretical principles, under supervision, to achieve defined outcomes	Performs clerical and office tasks using a more extensive range of skills and knowledge at a level higher than required in Grade 2. Undertakes a wide range of tasks or a single task with detailed sequential steps, tied to established practices and based on training. Tasks which are incidental or peripheral to the primary task and which facilitate the completion of the whole task are also undertaken. Undertake tasks which have an identifiable impact on the activities of the Team/Unit. Initiates improvements to procedures within the work area Analysis and advice contributes to decision making by others Explains concepts and policies to clients, stakeholders and staff	Performs clerical and office tasks using a more extensive range of skills and knowledge at a level higher than required in Grade 3. Requires limited explanation of tasks. Works out the most effective ways to complete tasks. Uses persuasion, advocacy, negotiation and motivation skills with clients, colleagues and school staff. Uses theoretical knowledge to achieve agreed outcomes in moderately complex work situations	Provides interpretation, advice and decisions on rules and entitlements. Performs work assignments guided by policy, precedent and professional standards. Assists with the implementation of procedures and guidelines. Able to gain cooperation and support from others, both within and external to the CSO. Frequently issues that are discussed or negotiated at this level are complex or sensitive and impact on other areas. Uses skills in forward planning, monitoring and evaluation to devise, recommend and implement significant improvements to procedures pertaining to their area of responsibility.	Analyses changes to the internal/external environment that impact on the role of the team. Implements agreed change strategies. Assists with planning to match future requirements with resource allocation Facilitates induction programs/training for a group of support staff.

CORE SKILLS	GRADE 1 (AQF1) Straightforward tasks, Develops General Office & Routine Procedures Capability	GRADE 2 (AQF 2) General Office & Routine Procedures, Regular Guidance Required	GRADE 3 (AQF 3) Routine Office Systems & Standard Enquiries, Limited Supervision Required	GRADE 4 (AQF 4) Complex Office Systems, Sensitive &/or Complex Enquiries	GRADE 5 (AQF 5) Assists Monitoring & Implementation, Team Leader Capability	Grade 6 (AQF 6) Implements Office Systems, Complex Management Reports, Office Management Capability. Many years of experience. Judgements and considerations on complex technical issues.
Judgement, Independence Problem solving	Can solve routine and predictable problems where alternatives are limited and action is clear or or can be readily referred to higher levels.	Judgement is required to solve problems arising in own work program Solves relatively simple problems with reference to established techniques and practices. Can choose between a range of straightforward alternatives. Performs a combination of various routine tasks where the daily work routine will allow the latitude to rearrange work sequences, providing the prearranged work priorities are achieved. Uses clear and precise information and procedures to achieve outcomes where alternatives rarely exist. Learns and applies concepts relevant to the service provided or the tasks being performed.	Exercises judgement about the application of rules, or the selection of choices within guidelines Exercises a degree of initiative and judgement in resolving problems associated with day-to-day operating procedures. Uses initiative in applying established work practices and procedures. Organises schedules to achieve agreed team goals. Identifies more complex problems, clarifies the nature of the problem, investigates options and suggests an appropriate course of action and implementation. Has input in improving work systems and/or operations. Perceives needs and takes appropriate action. Coaches within own or previous level. Checks the work of less experienced staff.	Exercise a degree of initiative and judgement in taking corrective action to resolve problems identified by subordinates and others. Suggest improvements based on existing procedures, methods and techniques. Collects and interprets relevant information in finding appropriate solutions to problems within existing policies and systems. Uses investigative and analytical skills to solve moderately complex problems. Uses proven skills in time management including the ability to plan and organise one's own work	Exercise independent judgement based on the application of the appropriate level of training, experience, administrative expertise. Acts as a point of reference and provides advice and assistance to less experienced staff based on their knowledge of their specific functional area. Utilises initiative in adapting, improving or developing new procedures and techniques based on training and previous experience. Exercise broad discretion within the scope of the level. Assist in the development and implementation of workplace changes at Service level through new policies, services, processes and technology. Solves problems by the application of theory/principals and/or experience, and the interpretation of regulations and precedents. Clarifies the nature of the problem, determine criteria for optimal solution, evaluates and report on effectiveness of solutions and related outcomes. Takes initiative in identifying more effective procedures and needed changes.	Performs duties autonomously OR May supervise a group where they allocate work, and coach and monitor performance of team members. Provides technical, operational or procedural direction and advice. Exercises initiative at an appropriate level (greater than level 5) and is self-reliant. Participates as an effective team member. Assists with the selection of office support team staff.
Typical Activities © PeopleAdvantage Pty Limited 2006	Performs routine administrative tasks including general telephone, counter and front office enquiries, mail deliveries, assisting with stock control, supporting organisation of meetings, receiving and initial processing of standard paperwork Provide routine information, such as standard information and explanations, to Catholic School community and members of the public	Provides office support through activities such as using and maintaining standard office equipment and software Collecting, collating and analysing data Drafts routine internal reports and correspondence, Photocopying, collation and filing of documents; Order stationery and equipment and record all necessary financial details; Uses of basic keyboard skills for the entry and retrieval of data utilising computer software; Handles routine inquiries by telephone or on a counter, greet visitors, relay internal information and respond to relevant inquiries; Maintain established paper-based filing/records system including the creation and indexing of new files and monitoring file locations; Sorts, process and records original source financial documents, monitor s account records and completes banking; Opens, sorts and dispatches mail, including franking, recording, packing and delivery.	Uses a standard range of desktop based programs, e.g. word processing, established spreadsheet or database applications, & management information systems (e.g. financial or HR systems). This may include storing and retrieving documents, key & lay out correspondence and reports, merge, use of columns, tables & graphics. Provide general administrative support to other staff including setting up meetings, answering straightforward inquiries and directing others to the appropriate personnel Maintain financial records, journals budgets, maintain payroll records; prepare accounts payable for payments. Undertake basic financial/clerical tasks including banking, preparing cash payment summaries, process accounts for payment and following up unpaid invoices Oversee record management systems including review and analysis.	Uses a full range of desktop based programs, including word processing packages, advanced spreadsheet functions, mathematical formulae and symbols, manipulation of text and layout in desktop publishing to integrate complex documents and skills in management information systems. Responsible for the explanation and administration of an administrative function, e.g. process staff payments, salary packaging, car leasing, workers compensation processing. Provide factual advice to CSO and school staff about their area of expertise Provide a full range of administrative support to a group of professional staff in a Service area, including preparation of draft agendas and minutes, attendance at executive/organisational meetings, draft routine correspondence and answer executive correspondence from rough handwritten or oral instructions Process accounts for payment, including verification of correct charging codes Prepare documentation for purchases, follow up overdue payments, process invoices for payment & other financial processes	Prepares executive correspondence, assists executive in preparing, attending and following up appointments, interviews, meetings, etc; assume responsibility for designated areas of executive's work, on delegated authority. Manages assignments or organisational processes. Handles a large number of day to day enquiries/requests. Assists with review and/or development, implementation and monitoring of policies and procedures. Develops and implements new systems. Keeps useful directories of organisational information required by the Director/Team/self Liaises with school and office personnel and external agencies exchanging information of a complex/specialised nature and obtaining cooperation from others. Resolves difficult client enquiries and advise on client problems evolving from external legislation, policies etc.	Develops, implements and evaluates specific projects. Plans, implements and reviews an administration process. Discusses and negotiates with internal staff and representatives of external organisations on a range of administrative issues. Arranges for and supervises casual office support staff according to need/guidelines. Prepares a draft budget for a directorate. Monitors the team/directorate budget. Prepares statements where knowledge of systems and theory are required. Proof-reads documents for publication. Edits draft materials.
Training & Qualifications	Not required to have formal qualifications upon engagement Provided with structured on-the-job training Basic communication/interpersonal skills are used at this level.	Year 12 and relevant work experience or equivalent combination of experience and training. Good communication/interpersonal skills as well as knowledge of the work area and services provided. Work effectively in a team environment.	Certificate II, Year 12 and extensive relevant work experience or equivalent combination of experience and training. Excellent communication/interpersonal skills are required. Ability to work in a team environment and to co-operate effectively with other staff.	Certificate III or IV and extensive relevant experience and on-the-job training, or an equivalent combination of experience and training. Well developed written and verbal communication skills, including the ability to gain the co-operation and assistance of others in the performance of well-defined tasks. Where necessary, good written communication skills are required to draft correspondence and reports.	Certificate IV, Diploma or an equivalent combination experience and training. Strong verbal communication skills and excellent written communication skills Well-developed organisational skills including skills in managing time, setting priorities, planning and organising one's own work and that of others to achieve specific objectives efficiently and within the resources and deadlines set by more senior positions.	Over 5 years experience and/or relevant generalist 3 year degree or Advanced Diploma and/or equivalent experience.



Diocese of Maitland-Newcastle Catholic Schools Office – Education and Professional Officers Job Grading Matrix

DESCRIPTORS	GRADE 1	GRADE 2	GRADE 3	GRADE 4	GRADE 5
Catholic Education Context	<ul style="list-style-type: none"> Understands & is committed to the vision, mission & objectives of the CSO. Understands relevant Catholic education issues. 	<ul style="list-style-type: none"> In-depth understanding of the vision, mission & objectives of the CSO. Has a working knowledge of the Catholic education context & understands relevant Catholic education issues. 	<ul style="list-style-type: none"> Comprehensive understanding of the vision, mission & objectives of CSO. Comprehensive understanding of the Catholic education environment. General knowledge of relevant trends within Australia & overseas. Understands the implications of national & overseas trends for CSO's operations. 	<ul style="list-style-type: none"> Comprehensive understanding of, & promotes, the vision, mission & objectives of the CSO. Extensive knowledge of the Catholic education environment. Detailed working knowledge of the national Catholic education environment & awareness of global trends. In-depth understanding of major Catholic education issues. 	<ul style="list-style-type: none"> Thorough working knowledge of, & promotes, the vision, mission & objectives of the CSO. Sound understanding of the interrelationships between the education sectors & the Catholic education environment within Australia. Understands the implications of global trends for Catholic education.
Leadership Networking Responsibility Accountability	<ul style="list-style-type: none"> Participates as a member of a team comprising more experienced Education/Professional Officers. May participate as a less experienced member on committees. Performs individual work under regular supervision. Develops the capacity to share knowledge & seek & receive advice from other staff. Builds a network of contacts with other relevant Catholic education organisations, cross sector education institutions & other relevant organisations eg. Board of Studies, CEC, external providers. Assists with the coordination and/or implementation & the maintenance of components of a specific CSO policy, process, program or project where the guidelines are clear & standard administrative procedures exist. Assists a Head of Services with the provision of ongoing routine services. Builds professional relationships with other team members & stakeholders. 	<ul style="list-style-type: none"> Participates as a fully competent professional CSO team member including committee participation. Coordinates and/or implements & maintains a specific CSO policy, process, program or project where the guidelines are clear & standard administrative procedures exist. Team leader of a small team of very skilled clerical/administrative and/or technical staff Works as a fully competent sole operator professional. Provides specific professional services to stakeholders on behalf of a Head of Services. Has a well developed network of contacts with relevant Catholic education organisations, cross sector education institutions & other relevant organizations eg. Board of Studies, CEC, external providers. Provides guidance to stakeholders in respect to routine policies, processes, programs or projects. Assists with the coordination and/or implementation of complex policies, processes, programs or projects Recommends changes to aspects of specific policies, processes, programs or projects. 	<ul style="list-style-type: none"> Supervises a small team of professionals and/or a diverse range of administrative staff, Operates as a sole professional providing specialist policy and/or programs advice & assistance to stakeholders. Provides specialist advice & assistance to participants in respect to important committees. Coordinates small projects involving other Education/Professional Officers and/or external professionals. Liaises & networks with relevant education professionals in other education organisations across sectors. Supervises/coordinates and/or develops, implements & maintains an administratively complex CSO policy, process, program, project or Team service. A number of minor CSO policies, processes, programs or projects where administration requires the application of clear, well established procedures. 	<ul style="list-style-type: none"> Manages/coordinates and/or develops, implements & maintains a very complex/major and/or strategic CSO policy, process, program, project or Team. Multiple complex policies, processes, programs or projects, which impact across all areas of CSO operations. Develops recommendations for strategic CSO initiatives. Provides expert professional advice & assistance to major stakeholders including external major bodies. Acts as Chairperson on strategically significant committees. Coordinates professional evaluations & reviews involving other CSO functions/areas on major issues. 	<ul style="list-style-type: none"> Provides high-level leadership involving a broad range of influencing skills. Able to persuade & influence major stakeholders across CSO functions. Represents CSO in high-level discussions with strategically significant external bodies. Provides guidance as to the interrelationships of strategically important factors. Able to coordinate internal/external resources involving expertise covering a diverse range of disciplines. Manages/coordinates and/or implements & maintains a complex major CSO function. Conducts analysis of major CSO requirements at the strategic level. Understands strategic implications of new policies, processes, programs, projects & technology. Recommends & may determine the administrative frameworks to be adopted for the coordination & implementation of complex major CSO policies, system processes, programs or projects. In conjunction with the Director, determines new strategic initiatives.
Policy, Process, Program, Project Development	<ul style="list-style-type: none"> Develops an understanding of all relevant Catholic & government legislation, policies & programs. Assists senior Education/Professional Officers with the more straightforward components of a policy, process, program or project planning & development and/or review work. 	<ul style="list-style-type: none"> Has substantial professional knowledge of relevant Catholic & government policies, processes, programs & projects. Plans & develops components of CSO policies, processes, programs & projects. 	<ul style="list-style-type: none"> Utilises specialist level skills, integrates the relevant components of Commonwealth & State government legislation, policies & programs with specific CSO policies & programs. Undertakes complex policy, process, program or project development. Assists with strategic policy, process, program or project planning & development work. 	<ul style="list-style-type: none"> Undertakes strategic policy, process, program or project development work at the expert level. Understands the impact of global trends on Catholic education. Ensures strategically important projects & matters are effectively managed. 	<ul style="list-style-type: none"> Considered an authority on relevant Commonwealth & NSW legislation. Undertakes policy, system process, program or project planning & development work of critical strategic importance to CSO operations. Establishes frameworks for the planning & development of CSO policies, system processes, programs or projects.
Internal External Stakeholder Relationships	<ul style="list-style-type: none"> Has sufficient interpersonal skills to advise & assist stakeholders on administratively straightforward issues. Provides & obtains accurate & timely information. Develops credibility & gains the confidence of stakeholders. Meets service delivery requirements. 	<ul style="list-style-type: none"> Builds effective stakeholder relationships. Provides timely advice & assistance. Initiates and/or encourages actions which meet/exceed stakeholder expectations. Uses appropriate interpersonal skills to ensure on-going stakeholder satisfaction. 	<ul style="list-style-type: none"> Develops, maintains & pro-actively identifies opportunities for long-term, effective stakeholder relationships. Initiates and/or encourages actions which meet/exceed stakeholder expectations. Uses a range of appropriate interpersonal skills to ensure on-going stakeholder satisfaction. 	<ul style="list-style-type: none"> Develops & maintains effective long-term strategic stakeholder relationships. Facilitates the acceptance of proposals. Has a capacity to re-establish stakeholder relationships. 	<ul style="list-style-type: none"> Able to use superior interpersonal skills to influence & persuade major long-term strategic internal/external stakeholders. Presents strategic level proposals to major stakeholders & facilitates acceptance.
Problem solving Innovation	<ul style="list-style-type: none"> Resolves straightforward problems & foresees consequences. Able to refer to relevant legislation & policy for guidance. Drafts recommendations & prepares reports on routine issues. 	<ul style="list-style-type: none"> Uses judgment to assess situations & recommends appropriate solutions on standard issues. Identifies areas for innovative approaches to resolving issues. Assists in the development of innovative processes. Identifies potential problems in relation to specific CSO policies, processes, programs or projects. Identifies likely impact across the CSO. 	<ul style="list-style-type: none"> Evaluates day-to-day situations & makes judgments based on professional experience. Identifies strategic issues & assists with the development of strategic options/plans for specific policies, processes, programs or projects. Researches new approaches to the development & administration of policies, systems processes, programs or projects. Evaluates alternatives & recommends changes intended to impact across CSO operations. 	<ul style="list-style-type: none"> Undertakes strategic analysis of the needs for specific policies, processes, programs or projects & recommends strategic options/plans. Identifies problems with the potential to adversely impact on major stakeholder areas & which could jeopardise effective administration across CSO schools. Makes decisions on all aspects of policies, processes, programs or projects to designated major stakeholders. Provides reports & recommendations on all aspects. 	<ul style="list-style-type: none"> Identifies critical strategic issues impacting on the CSO Determines strategic options/plans, which encompass the diversity of needs. Ensures that strategic options are consistent with the overall direction of the CSO. Capacity to provide high-level problem solving. Develops frameworks to improve CSO outcomes. Prepares major reports.
Qualifications Professional Development	<ul style="list-style-type: none"> Relevant 4-year degree or equivalent with 0 to 2 years experience. Demonstrates ongoing professional development. 	<ul style="list-style-type: none"> Has a relevant degree or equivalent experience. Capacity to perform at a level equivalent to 7-11 years postgraduate experience. Works at the proficient level ie; can perform, with a thorough & advanced competence, all the standard tasks associated with the relevant discipline. 	<ul style="list-style-type: none"> Has gained relevant postgraduate qualifications or equivalent experience. Capacity to work at the Specialist level ie, an advanced level of expertise in a specialised area & shows technical leadership. A specialist in a sub-discipline or starting specialist in a discipline. 	<ul style="list-style-type: none"> Has developed a high-level of credibility with key CSO leaders, managers & schools staff. Capacity to work at the Expert level ie, provides specialised knowledge & expertise at a superior level in a significant & complex discipline. 	<ul style="list-style-type: none"> Integrates key factors involved in the delivery of services at the strategic level. Is considered an Authority ie, has credibility beyond the CSO, exercises personal influence & is persuasive in respect to CSO policies, programs & administrative procedures.