



# DECISION

*Fair Work Act 2009*  
s.185—Enterprise agreement

**The Corporation of the Trustees of the Roman Catholic Archdiocese of  
Brisbane T/A Brisbane Catholic Education**  
(AG2021/5317)

## **BRISBANE CATHOLIC EDUCATION PRINCIPALS' AGREEMENT 2020**

Educational services

DEPUTY PRESIDENT SAUNDERS

NEWCASTLE, 10 JUNE 2021

*Application for approval of the Brisbane Catholic Education Principals' Agreement 2020.*

[1] An application has been made for approval of an enterprise agreement known as the *Brisbane Catholic Education Principals' Agreement 2020 (Agreement)*. The application was made pursuant to section 185 of the *Fair Work Act 2009 (Act)*. The Agreement is a single enterprise agreement.

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

[3] Pursuant to subsection 202(4) of the Act, the model flexibility term prescribed by the *Fair Work Regulations 2009* is taken to be a term of the Agreement.

[4] The Independent Education Union of Australia being a bargaining representative for the Agreement, has given notice under section 183 of the Act that it wants the Agreement to cover it. In accordance with subsection 201(2) of the Act, I note that the Agreement covers the organisation.

[5] The Agreement is approved and, in accordance with section 54 of the Act, will operate from 17 June 2021. The nominal expiry date of the Agreement is 30 June 2024.



DEPUTY PRESIDENT

[2021] FWCA 3371

Printed by authority of the Commonwealth Government Printer

<AE511816 PR730645>

# Principals' Agreement

## 2020 - 2024

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

## Table of Contents

PART 1 - PRELIMINARY .....	4
1.1 Title .....	4
1.2 Definitions .....	4
1.3 Coverage.....	4
1.4 Operation of Agreement .....	4
1.5 Access to the award and the National Employment Standards .....	4
1.6 Application of the National Employment Standards.....	4
1.7 No Further Claims .....	4
1.8 Consultation Regarding Implementation of this Agreement.....	5
1.9 Consultation Regarding Major Workplace Change.....	5
1.10 Procedures for Preventing and Settling Disputes .....	6
1.11 Agreement Flexibility .....	7
1.12 Retention of Existing Fair Minded Practices .....	8
PART 2 – OBJECTIVES OF AGREEMENT.....	9
2.1 Objectives of Agreement .....	9
PART 3 – TERMS AND CONDITIONS OF EMPLOYMENT .....	9
3.1 Terms of Engagement .....	9
3.2 Contract of Employment.....	9
3.3 Termination of Employment.....	11
3.4 Redundancy .....	11
3.5 Role Description.....	14
3.6 Execution of Duties and Taking Leave .....	14
3.7 Professional and Career Development .....	14
3.8 Acting Principals.....	14
3.9 Conditions not to be Reduced .....	15
3.10 Equal Employment Opportunity.....	15
PART 4 – SALARY AND RELATED MATTERS.....	15
4.1 Salary and Allowances.....	15
4.2 Classification of Schools.....	15
4.3 Transitional Provisions.....	16
4.4 Increments .....	17
4.5 Movement within the salary scale.....	17
4.6 Payment of Salaries .....	17
4.7 Salary Packaging.....	17
4.8 Superannuation .....	18
4.9 Appraisal Process .....	19
PART 5 - INITIATIVES.....	20

5.1	Commitment to the Implementation of Programs and Policies.....	20
5.2	Expectations of Principals .....	20
5.3	Principal Wellbeing and Sustainability .....	20
PART 6 – NON-SALARY BENEFITS.....		21
6.1	Annual Leave .....	21
6.2	Annual and Proportionate Payments.....	21
6.3	Annual Leave Loading .....	21
6.4	Long Service Leave .....	22
6.5	Personal Leave .....	25
6.6	Other Leave.....	26
6.7	Extended Unpaid Leave .....	26
6.8	Payment of Leave .....	26
6.9	Public holidays .....	26
6.10	Reimbursement of Relocation Expenses.....	27
6.11	Location allowance.....	27
6.12	Professional Renewal Program .....	27
6.13	Transport Assistance .....	28
PART 7 – OTHER MATTERS FOR ON-GOING CONSULTATION.....		28
7.1	Workplace Stress .....	28
PART 8 – FUTURE NEGOTIATION OF AGREEMENT .....		29
8.1	Renewal or Replacement agreement .....	29
SCHEDULE 1 (A) SALARY SCHEDULE.....		32
SCHEDULE 1 (B) PRINCIPALS ALLOWANCE STRUCTURE .....		35
SCHEDULE 2: Isolated Teachers’ Assistance Scheme .....		38
SCHEDULE 3: Incentive Payments – Remote Area Staff Scheme (IPRASS).....		42

## PART 1 - PRELIMINARY

### 1.1 Title

This Agreement shall be known as the Brisbane Catholic Education Principals' Agreement 2020.

### 1.2 Definitions

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

### 1.3 Coverage

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

### 1.4 Operation of Agreement

- 1.4.1 This Agreement shall operate seven (7) days after approval from the Fair Work Commission and shall remain in force until 30 June 2024 unless otherwise agreed in terms of the provisions of the Fair Work Act 2009.
- 1.4.2 Where this agreement provides for a benefit to apply from a date earlier than the date of operation, the employer will apply such benefit from the earlier date to all principals employed at that earlier date.

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

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

### 1.6 Application of the National Employment Standards

This Agreement will be read and interpreted in conjunction with the [National Employment Standards](#) (NES). Where there is any inconsistency between this Agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.

### 1.7 No Further Claims

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

1.7.3 This Agreement may be varied in circumstances where all of the parties genuinely agree that a variation is necessary. Where agreement is reached then this Agreement shall be varied by application to Fair Work Commission in accordance with the provisions of the Fair Work Act 2009.

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

## 1.8 Consultation Regarding Implementation of this Agreement

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

1.8.2 The employer will ensure that, at least once per year, a formal mechanism is provided to Principals to consider issues arising out of the implementation of the terms of this Agreement.

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

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

## 1.9 Consultation Regarding Major Workplace Change

1.9.1 Where an employer has made a definite decision to introduce major changes in production, program, organisation, structure and/or to introduce new technology that is likely to have significant effects on principals, the employer will notify the principals who may be affected by the proposed changes and their representative or representatives, if any.

1.9.2 "Significant effects" include termination of employment; major changes in the composition, operation or size of the employer's workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of principals to other work or locations; and the restructuring of jobs. Provided that where this Agreement makes provision for alteration of any of these matters an alteration is deemed not to have significant effect.

1.9.3 The employer will discuss with the principals affected and their representatives, if any, the introduction of the changes referred to in clause 1.9.1, the effects the changes are likely to have on principals and measures to avert or mitigate the adverse effects of such changes on principals and will give prompt consideration to matters raised by the principals and/or their representatives in relation to the changes.

1.9.4 The discussions must commence as early as practicable after a definite decision has been made by the to make the changes referred to in clause 1.9.1.

1.9.5 Where an "in principle" decision is made by the employer to contract out work currently being done by a principal(s), that decision will be deemed to be a major change as encompassed by this clause (Clause 1.9). In such circumstances the employer will consult with the affected principal(s) and the relevant union(s) before a decision on this matter is finalised.

1.9.6 Such consultation need not occur where contracting out is for circumstances such as temporary increased workflow or staff on leave and does not result in a school principal (s) being disadvantaged.

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

1.9.7 If the employer proposes to introduce a change to the regular roster or ordinary hours of work of principals:

- a) the employer must notify the relevant principals of the proposed change; and
- b) clauses 1.9.7 to 1.9.11 apply.

1.9.8 The relevant principals may appoint a representative for the purposes of the procedures in this clause. If:

- a) a relevant principal appoints, or relevant principals appoint, a representative for the purposes of consultation; and

- b) the principal or principals advise the employer of the identity of the representative the employer must recognise the representative.
- 1.9.9 As soon as practicable after proposing to introduce the change, the employer must:
- discuss with the relevant principals the introduction of the change; and
  - a) for the purposes of the discussion—provide to the relevant principals:
    - i. all relevant information about the change, including the nature of the change; and
    - ii. information about what the employer reasonably believes will be the effects of the change on the principals; and
    - iii. information about any other matters that the employer reasonably believes are likely to affect the principals; and
  - b) invite the relevant principals to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- 1.9.10 However, the employer is not required to disclose confidential or commercially sensitive information to the relevant principals.
- 1.9.11 The employer must give prompt and genuine consideration to matters raised about the change by the relevant principals.
- 1.9.12 In this clause: relevant principals means the principals who may be affected by a change referred to in clauses 1.9.1 to 1.9.11.

## 1.10 Procedures for Preventing and Settling Disputes

*The matters to be dealt with in this procedure shall include all grievances or disputes: about matters under the Agreement and the NES; or between a principal and an employer in respect to any industrial matter; and all other matters that the parties agree on and are specified herein. Such procedures shall apply to a single principal or to any number of principals.*

- 1.10.1 In the event of a principal having a grievance or dispute the principal shall in the first instance attempt to resolve the matter with the immediate supervisor, who shall respond to such request as soon as reasonably practicable under the circumstances. Where the dispute concerns alleged actions of the immediate supervisor the principal/s may bypass this level in the procedure.
- 1.10.2 A principal who is a party to the dispute may appoint a representative for the purposes of the procedures in this clause.
- 1.10.3 If the grievance or dispute is not resolved under clause 1.10.1, the principal or the principal's representative may refer the matter to the next higher level of management for discussion. Such discussion should, if possible, take place within 24 hours after the request by the principal or the principal's representative.
- 1.10.4 If the grievance involves allegations of unlawful discrimination by a supervisor the principal may commence the grievance resolution process by reporting the allegations to the next level of management beyond that of the supervisor concerned. If there is no level of management beyond that involved in the allegation the principal may proceed directly to the process outlined at clause 1.9.6.
- 1.10.5 If the grievance or dispute is still unresolved after discussions mentioned in clause 1.10.3, the matter shall, in the case of a member of the Union, be reported to the relevant officer of the Union and the senior management of the principal or the principal's nominated industrial representative. A principal who is not a member of the Union may report the grievance or dispute to senior management or the nominated industrial representative. This should occur as soon as it is evident that discussions under clause 1.10.3 will not result in resolution of the dispute.
- 1.10.6 If, after discussion between the parties, or their nominees mentioned in clause 1.10.5, the dispute remains unresolved after the parties have genuinely attempted to achieve a settlement thereof, then notification of the existence of the dispute is to be given to Fair Work Commission.
- 1.10.7 Fair Work Commission may deal with the dispute in two (2) stages:
  - a) Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and



- b) If Fair Work Commission is unable to resolve the dispute at the first stage, Fair Work Commission may then arbitrate the dispute; and make a determination that is binding on the parties.

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

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

- 1.10.8 Whilst all of the above procedure is being followed, normal work shall continue except in the case of a genuine safety issue.
- 1.10.9 The status quo existing before the emergence of the grievance or dispute is to continue whilst the above procedure is being followed.
- 1.10.10 All parties to the dispute shall give due consideration to matters raised or any suggestion or recommendation made by the Fair Work Commission with a view to the prompt settlement of the dispute.
- 1.10.11 Discussions at any stage of the procedure shall not be unreasonably delayed by any party, subject to acceptance that some matters may be of such complexity or importance that it may take a reasonable period of time for the appropriate response to be made. If genuine discussions are unreasonably delayed or hindered, it shall be open to any party to give notification of the dispute in accordance with the provisions of the Act.
- 1.10.12 So as to remove doubt, the parties record that the reference to disputes or grievances in respect to any industrial matter includes disputes or grievances in relation to whether the employer had reasonable business grounds for refusing a request under the National Employment Standards for flexible working arrangements or an application to extend unpaid parental leave.

### 1.11 Agreement Flexibility

- 1.11.1 Notwithstanding any other provision of this agreement, an employer and an individual principal may agree to vary the application of certain terms of this agreement to meet the genuine individual needs of the employer and the individual principal. The terms the employer and the individual principal may agree to vary the application of are those concerning:  
arrangements for when work is performed;
  - a) allowances;
  - b) leave loading;
  - c) overtime rates; and
  - d) penalty rates.
- 1.11.2 The employer and the individual principal must have genuinely made the agreement without coercion or duress.
- 1.11.3 The agreement between the employer and the individual principal must:
  - a) be confined to a variation in the application of one or more of the terms listed in clause 1.10.1; and
  - b) result in the principal being better off overall than the principal would have been if no individual flexibility agreement had been agreed to.
- 1.11.4 The agreement between the employer and the individual principal must also:
  - a) be in writing, name the parties to the agreement and be signed by the employer and the individual principal and, if the principal is under 18 years of age, the principal's parent or guardian;
  - b) state each term of this agreement that the employer and the individual principal have agreed to vary;
  - c) detail how the application of each term has been varied by agreement between the employer and the individual principal;

- d) detail how the agreement results in the individual principal being better off overall in relation to the individual principal's terms and conditions of employment; and
  - e) state the date the agreement commences to operate.
- 1.11.5 The employer must give the individual principal a copy of the agreement and keep the agreement as a time and wages record.
- 1.11.6 Except as provided in clause 1.10.4 a) the agreement must not require the approval or consent of a person other than the employer and the individual principal.
- 1.11.7 Where a principal or an employer seeks to enter into an agreement as provided by this clause, the initiating party must provide a written proposal. Where the employer initiates the proposal and where the principal's understanding of written English is limited, the employer must take measures, including translation into an appropriate language and the opportunity to seek advice and assistance, to ensure the principal understands the proposal.
- 1.11.8 The agreement may be terminated:
- a) by the employer or the individual principal giving four weeks' notice of termination, in writing, to the other party and the agreement ceasing to operate at the end of the notice period; or
  - b) at any time, by written agreement between the employer and the individual principal.
- 1.11.9 The right to make an agreement pursuant to this clause is in addition to, and is not intended to otherwise affect, any provision for an agreement between an employer and an individual principal contained in any other term of this agreement.

## 1.12 Retention of Existing Fair Minded Practices

The following statements of principles, rights and responsibilities are affirmed. The statements reflect some of the elements of Church social teaching and are sourced from [Church in the Workplace](#) (QCEC, 2020). The list is not exhaustive.

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

## PART 2 – OBJECTIVES OF AGREEMENT

### 2.1 Objectives of Agreement

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

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

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

## PART 3 – TERMS AND CONDITIONS OF EMPLOYMENT

### 3.1 Terms of Engagement

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

### 3.2 Contract of Employment

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

#### 3.2.2

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

The approval of a five (5) year, instead of a third four (4) year, appointment will be at the sole discretion of the Executive Director.

- e) Any extension beyond the second appointment period shall be subject to a satisfactory appraisal, as contained in clause 4.8 of this Agreement and shall be on the terms and conditions agreed between the Employer and the Principal.
  - f) Any extension beyond a total of twelve (12) years or, in the circumstances identified in paragraph 3.2.2 d) thirteen (13) years at the same school or college, shall be at the sole discretion of the Executive Director.
- 3.2.3 The principal shall be ineligible to commence duties as a Principal in another school owned and controlled by the employer until the completion of the initial four (4) years of appointment.
- 3.2.4 In the event that the appointee is not reappointed to a position of Principal and the appointee has faithfully and competently carried out the duties of Principal, such appointee shall be offered continuity of employment as a teacher under the terms and conditions of the *Catholic Employing Authorities Single Enterprise Collective Agreement Diocesan Schools of Queensland 2019-2023* and the contract of employment as a Principal shall be at an end.
- 3.2.5 Notwithstanding the provisions of subclause 3.2.4, an appointee who is not reappointed to a position of Principal at the completion of the third four-year period of contract and/or any subsequent appointments as a Principal within the Archdiocese and who accepts continuity of employment as a teacher shall have their gross salary calculated as follows:

1st year following expiration of the contract of employment	Salary maintained in \$ terms at previous year's level (Year 0)
2nd year	Teacher salary at the top classification scale (excluding HAT and LT) plus 80% of the difference between actual \$ salary in Year 0 and the applicable teacher salary rate at the top of the classification scale. For example: P8 + 80% of (Year 0 Salary – P8 salary).
3rd year	Teacher salary at the top classification scale (excluding HAT and LT) plus 60% of the difference between actual \$ salary in Year 0 and the applicable teacher salary rate at the top of the classification scale. For example: P8 + 60% of (Year 0 Salary – P8 salary).
4th year	Teacher salary at the top classification scale (excluding HAT and LT) plus 40% of the difference between actual \$ salary in Year 0 and the applicable teacher salary rate at the top of the classification scale. For example: P8 + 40% of (Year 0 Salary – P8 salary).
5th year	Teacher salary at the top classification scale (excluding HAT and LT) plus 20% of the difference between actual \$ salary in Year 0 and the applicable teacher salary rate at the top of the classification scale. For example: P8 + 20% of (Year 0 Salary – P8 salary).
6 <sup>th</sup> year & any subsequent years	Teacher salary at the assessed classification in relation to experience and service.

- 3.2.6 The salaries described at subclause 3.2.5 shall only apply to an appointee who applies for every reasonable and appropriate secondary or primary Principal vacancy for which the appointee is eligible and qualified and accepts any offer of employment which might be made. For the purposes of this clause, the decision of the employer as to the vacancies for which an appointee is eligible and qualified will be final.

### 3.3 Termination of Employment

- 3.3.1 Either party will give 3 months' notice of the termination of employment. This period of notice will not apply to any Principal dismissed for gross misconduct.
- 3.3.2 In lieu of the notice period prescribed in clause 3.3.1, salary equivalent to the notice not given may be paid, or withheld from salary due to the Principal, as the case may be.

### 3.4 Redundancy

#### 3.4.1 Consultation before terminations

- a) Where an employer decides that the employer no longer wishes the job the principal has been doing to be done by anyone, and this is not due to the ordinary and customary turnover of labour, and that decision may lead to termination of employment, the employer shall consult the principal directly affected and where relevant, their union or unions.
- b) The consultation shall take place as soon as it is practicable after the employer has made a decision, which will invoke the provisions of clause 3.4.1 a) and shall cover the reasons for the proposed terminations, measures to avoid or minimise the terminations and/or their adverse effects on the principals concerned.
- c) For the purpose of the consultation the employer shall, as soon as practicable, provide in writing to the principals concerned and, where relevant, their union or unions, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of principals likely to be affected, the number of workers normally employed and the period over which the terminations are likely to be carried out; provided that an employer shall not be required to disclose confidential information, the disclosure of which would be adverse to the employer's interests.

#### 3.4.2 Transfer to lower paid duties

- a) Where a principal is transferred to lower paid duties for reasons set out in clause 3.4.1 the principal shall be entitled to the same period of notice of transfer as the principal would have been entitled to if the principal's employment had been terminated under clause 3.3.
- b) The employer may, at the employer's option, make payment in lieu thereof of an amount equal to the difference between the former amounts the employer would have been liable to pay and the new lower amount the employer is liable to pay the principal for the number of weeks of notice still owing.
- c) The amounts must be worked out on the basis of:
  - i. the ordinary working hours to be worked by the principal; and
  - ii. the amounts payable to the principal for the hours including for example, allowances, loadings and penalties; and
  - iii. any other amounts payable under the principal's employment contract.

#### 3.4.3 Transmission of business

- a) Where a business is transmitted from an employer (transmittor) to another employer (transmittee), and a principal who at the time of such transmission was a principal of the transmittor of the business, becomes a principal of the transmittee:
  - i. the continuity of the employment of the principal shall be deemed not to have been broken by reason of such transmission; and
  - ii. the period of employment which the principal has had with the transmittor or any prior transmittor shall be deemed to be service of the principal with the transmittee
- b) In clause 3.4.3, 'business' includes trade, process, business or occupation and includes a part or subsidiary (which means a corporation that would be taken to be a subsidiary under the Corporations Law, whether or not the Corporations Law applies in the particular case)

of any such business and 'transmission' includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and 'transmitted' has a corresponding meaning.

#### 3.4.4 Time off during notice period

- a) Where a decision has been made to terminate a principal in the circumstances outlined in clause 3.4.1 a), the principal shall be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- b) If the principal has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the principal shall, at the request of the employer, be required to produce proof of attendance at an interview or the principal shall not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.

#### 3.4.5 Severance pay

In addition to the period of notice prescribed for ordinary termination in clause 3.3, and subject to further order of the Fair Work Commission, a principal whose employment is terminated for reasons set out in clause 3.4.1 a), shall be entitled to the following amounts of severance pay:

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

'Weeks' Pay' means the ordinary time rate of pay for the principal concerned; provided that the following amounts are excluded from the calculation of the ordinary time rate of pay: overtime, penalty rates, disability allowances, shift allowances, special rates, fares and travelling time allowances, bonuses and any other ancillary payments.

#### 3.4.6 Superannuation benefits

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

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

#### 3.4.7 Principal leaving during notice

A principal whose employment is terminated for reasons set out in clause 3.4.1 a), may terminate such employment during the period of notice, and, if so, shall be entitled to the same benefits and payments under this clause had such principal remained with the employer until the expiry of such notice; provided that in such circumstances the principal shall not be entitled to payment in lieu of notice.

#### 3.4.8 Alternative employment

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

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

Clause 3.4 shall not apply to principals with less than one year's continuous service and the general obligation on employers should be no more than to give relevant principals an indication of the impending redundancy at the first reasonable opportunity, and to take such steps as may be reasonable to facilitate the obtaining by the principals of suitable alternative employment.

#### 3.4.10 Principals exempted

Clause 3.4 shall not apply:

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

#### 3.4.11 Employers exempted

- a) Subject to an order of the Fair Work Commission, in a particular redundancy case, clause 3.4 shall not apply to an employer including a company or companies that employ principals working a total of fewer than 550 hours on average per week, excluding overtime, Monday to Sunday. The 550 hours shall be averaged over the previous 12 months.
- b) The Fair Work Commission may amend subclause 3.4.12 a) if it is satisfied that it would operate unfairly in a particular case, or in the instance of contrived arrangements.
- c) A 'company' shall be defined as:
  - i. a company and the entities it controls; or
  - ii. a company and its related company or related companies; or
  - iii. a company where the company or companies has a common Director or common Directors or a common shareholder or common shareholders with another company or companies.

#### 3.4.12 Exemption where transmission of business

- a) The provisions of clause 3.4.5 are not applicable where a business is transmitted from an employer (transmittor) to another employer (transmittee), in any of the following circumstances:
  - i. where the principal accepts employment with the transmittee which recognises the period of continuous service which the principal had with the transmittor, and any prior transmittor, to be continuous service of the principal with the transmittee; or
  - ii. where the principal rejects an offer of employment with the transmittee:
    - A. in which the terms and conditions are substantially similar and no less favourable, considered on an overall basis, than the terms and conditions applicable to the principal at the time of ceasing employment with the transmittor; and
    - B. which recognises the period of continuous service which the principal had with the transmittor and any prior transmittor to be continuous service of the principal with the transmittee.



- b) The Fair Work Commission may amend clause 3.4.12 a) ii) if it is satisfied that it would operate unfairly in a particular case, or in the instance of contrived arrangements.

### 3.5 Role Description

- 3.7.1 The employer shall provide a principal on appointment with a role description which sets out the key functions, result areas and responsibilities of that role.
- 3.7.2 The principal shall fulfil the role as outlined in the role description along with the duties which include:
  - a) The principal shall have control of and be responsible for the efficient running of the school, the administration of school funds, the maintenance of academic standards and the supervision and direction of staff and students at the school.
  - b) The principal shall have no power or authority to increase staff for the school unless specifically authorised to do so.
  - c) In the case of staff paid by the Catholic education office, approval must be authorised by the Executive Director.
  - d) In the case of staff paid from parish funds (i.e. funds of the parish in which the school operates) approval must be authorised by the parish priest.
  - e) The principal shall be responsible for the maintenance of the standards of religious education in the school in accordance with Diocesan regulations and parish policies.
  - f) The principal shall organise opportunities and co-ordinate activities that are aimed at character building and personal development of the students.
  - g) The principal shall in the execution of the role of principal, liaise with the school's board where applicable, the Parents and Friends' Association as well as with members of the wider community.
  - h) The principal shall carry out all professional duties of the position in a competent and dedicated manner.

### 3.6 Execution of Duties and Taking Leave

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

- 3.6.1 Substantially the whole of the principal's time and attention during school hours shall be devoted to the discharge of the duties of principal at his or her appointed school. Taking of leave will occur in accordance with the employer's processes and procedures.
- 3.6.2 The principal shall comply with the directives of the employer in respect of professional standards, administration, professional leadership, and religious education.
- 3.6.3 The principal shall conduct the school in accordance with the instructions, regulations and policies promulgated by the employer from time to time.

### 3.7 Professional and Career Development

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

### 3.8 Acting Principals

- 3.8.1 Employees who act in the capacity of principal for a period of four consecutive weeks or more (which may include two weeks school vacation period where Principal Renewal Leave is being accessed) shall be deemed to be performing the role of principal and shall receive the benefits of this Agreement.



3.8.2 Notwithstanding the provisions of clause 3.8.1, employees who act in the capacity of principal in circumstances approved at the discretion of the Executive Director will also be deemed to be performing the role of principal and receive the benefits of this Agreement.

### 3.9 Conditions not to be Reduced

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

### 3.10 Equal Employment Opportunity

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

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

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

## PART 4 – SALARY AND RELATED MATTERS

### 4.1 Salary and Allowances

- 4.1.1 An increase of 2.5% of the applicable salary and allowance rates shall be paid to Principals from 1 July 2020
- 4.1.2 A further increase of 2.5% of the applicable salary and allowance rates shall be paid to Principals from 1 July 2021.
- 4.1.3 An increase of 2% of the applicable salary rates (excluding allowances) shall be paid to Principals from 1 January 2022.
- 4.1.4 From the first full pay period on or after 1 July 2022, principals will receive an increase in wages and allowances which is at least the same quantum (and from the same date) as that received by Teachers covered by the Enterprise Agreement which applies to Brisbane Archdiocese Catholic Education schools, or 2.5%, whichever is higher.
- 4.1.5 From the first full pay period on or after 1 July 2023, principals will receive an increase in wages and allowances which is at least the same quantum (and from the same date) as that received by Teachers covered by the Enterprise Agreement which applies to Brisbane Archdiocese Catholic Education schools, or 2.5%, whichever is higher.
- 4.1.6 The wage rates for principals are set out in Schedule 1 (a) of this Agreement.
- 4.1.7 A principal's classification level shall be determined by the school enrolment level in accordance with the classification of schools contained in clause 4.2.
- 4.1.8 In addition to the appropriate salary, a principal may be entitled to Allowances. Schedule 1 (b) Principals Allowance Structure identifies a principal's entitlement to Allowances. Where a principal is entitled to an allowance, that allowance will be paid to the principal. The quantum of such allowances is set out in Schedule 1 (a) of this Agreement.

### 4.2 Classification of Schools

- 4.2.1 Schools with Primary or Secondary Student Enrolment
  - a. A 'Level 8' school shall mean a primary school with an enrolment of greater than 1200 students or secondary school with an enrolment of greater than 1100 students.
  - b. A 'Level 7' school shall mean a primary school with an enrolment of between 801 and 1200 students or secondary school with an enrolment of between 671 and 1100 students.
  - c. A 'Level 6' school shall mean a primary school with an enrolment of between 651 and 800 students or a secondary school with an enrolment of between 521 and 670 students.
  - d. A 'Level 5' school shall mean a primary school with an enrolment of between 451 and 650 students or a secondary school with an enrolment of between 351 and 520 students.
  - e. A 'Level 4' school shall mean a primary school with an enrolment of between 321 and 450 students or a secondary school with an enrolment of up to 350 students.

- f. A 'Level 3' school shall mean a primary school with an enrolment of between 181 and 320 students.
- g. A 'Level 2' school shall mean a primary school with an enrolment of between 86 and 180 students.
- h. A 'Level 1' school shall mean a primary school with an enrolment of less than 85 students.

#### 4.2.2 Schools with a combination of Primary and Secondary Enrolment

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

### 4.3 Transitional Provisions

- 4.3.1 As outlined in Schedule 1 (A), this Agreement has changed the salary structure of the replaced agreement by removing step 1 and step 2 for each level within the classification structure of the replaced agreement.
- 4.3.2 From 1 July 2021, a Principal remunerated at step 1 of each level of the replaced agreement as at 30 June 2021 will transition to step 1 of the applicable level of the classification structure in this Agreement and remain on that step until incrementing to step 2 (subject to clause 4.4 of this Agreement) as follows:
  - a. for Principals employed on a full-time basis during this time, on 1 July 2022; or
  - b. for Principals employed on a part-time basis during this time, on whichever is the latter of the following dates:
    - i. when the aggregate amount of time paid in respect of work performed is 1,200 hours; or
    - ii. 1 July 2022.

*For example:*

*A Principal is appointed on 1 April 2021 on a full-time basis. The Principal is classified at Level 4 Step 1 (\$146,802) as at 30 June 2021 in accordance with the replaced agreement.*

*From 1 July 2021, the Principal will be paid \$157,232 (Level 4 Step 1) of this Agreement and increment to Level 4 Step 2 (\$169,802) on 1 July 2022.*

- 4.3.3 From 1 July 2021, a Principal remunerated at Step 2 of each level of the replaced agreement as at 30 June 2021 will transition to Step 1 of the applicable level of the classification structure in this Agreement and remain on that step until progressing to Step 2 (subject to clause 4.4 of this Agreement) as follows:
  - a. for Principals employed on a full-time basis during this time on 1 July 2022; and
  - b. for Principals employed on a part-time basis during this time, on whichever is the latter of the following dates:
    - i. when the aggregate amount of time paid in respect of work performed is 1,200 hours; or
    - ii. 1 July 2022
- 4.3.4 A Principal remunerated above Step 1 or Step 2 (i.e. Steps 3,4 or 5) of each relevant level of the replaced agreement on 30 June 2021, will transition to the relevant salary level of this Agreement from 1 July 2021 in accordance with the following table:

<b>Salary classification step of replaced agreement on 30/06/21 (previous step)</b>	<b>Salary classification step of this Agreement from 1/7/21 (new step)</b>
Step 3	Step 1
Step 4	Step 2
Step 5	Step 3

A Principal transitioned pursuant to clause 4.3.4 will progress as follows:

- a. in accordance with clause 4.4.1; and
- b. service on the previous step and new step of the above table will count towards the annual increment (that is, for full-time employees, the anniversary date is preserved).

*For example, a full-time Principal incremented to Level 4 Step 3 (\$153,397) on 1 April 2021 pursuant to the replaced agreement. From 1 July 2021, the Principal will transition to Level 4 Step 1 of this Agreement (\$157,232) and can increment to Level 4 Step 2 of this Agreement (\$164,060) on 1 April 2022. This preserves the anniversary date of 1 April.*

#### 4.4 Increments

- 4.4.1 A principal shall, on appointment at a school, be paid at pay point one (of the classification level applicable to that school), and shall progress, subject to satisfactory performance and the school remaining classified in a particular enrolment level, by annual increments to pay point three.
- 4.4.2 Where an employee who is appointed as a principal has experience within the last three years as a principal at an Australian Catholic school, and that experience is at a similar sized or larger school, that experience will be recognised for the purpose of appointment to an incremental point within the appropriate classification level.
- 4.4.3 Notwithstanding the provisions of clause 4.4.1 and 4.4.2, a principal may commence at a pay point higher than pay point one (of the classification level applicable to the school) following consideration of the salary the appointee was in receipt of immediately preceding acceptance of an appointment as principal with the employer

#### 4.5 Movement within the salary scale

- 4.5.1 Any principal whose school's student population has exceeded the salary classification threshold for twelve months will be eligible to have their salary adjusted to the next classification level. Salary payments will be backdated to the beginning of the current year (not the previous year).
- 4.5.2 Notwithstanding the provisions of clause 4.5.1, if the school's enrolment decreases, such that the school's enrolment is 10% below the enrolment required for the school's current classification, and the enrolment of the school remains at this level for greater than twelve (12) months, then the principal's salary shall be adjusted in accordance with the school's new classification at the end of the current four (4) year contract period.
- 4.5.3 Notwithstanding the provisions of clauses 4.5.1, and 4.5.2, if a school's enrolment increases or a principal is subsequently appointed to a school classified at the next higher enrolment level, then the principal shall be paid at the pay point on the new level equal to or greater than the principal's current level of remuneration.
- 4.5.4 Notwithstanding the provisions of clauses 4.5.1, and 4.5.2, if a school's enrolment decreases or a principal is subsequently appointed to a school classified at a lower enrolment level, then the principal shall be paid at the pay point on the new level recognising the years of service as a principal within the system.
- 4.5.5 The date for salary purposes shall be the date of the first state government census usually held in late February or March.

#### 4.6 Payment of Salaries

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

#### 4.7 Salary Packaging

- 4.7.1 All principals shall have the option of entering into a salary packaging arrangement. A salary packaging arrangement may be entered into by mutual agreement between the individual principal and the employer. In such circumstances the value of the salary prior to packaging, excluding compulsory employer superannuation payments, shall not be less than the rates identified in Clause 4.1 of this agreement.
- 4.7.2 A total employment cost (TEC) remuneration approach shall apply during the continuance of the appointment as principal. The TEC shall be the sum of the principal's base salary and allowance (where applicable) set out in Clause 4.1 of this agreement, leave loadings where such apply, and compulsory superannuation payments being met by the employer.

- 4.7.3 The principal's total package shall comprise a cash salary component and an agreed optional range of benefits financed by the principal by salary sacrifice. The cash salary shall not be less than 50% of the principal's TEC less the appropriate superannuation guarantee charge and any voluntary superannuation contributions.
- 4.7.4 The principal does not pay income tax on the non-cash benefits within the remuneration package, but shall pay any and every amount of the liability under present fringe benefits taxation incurred by the employer for the benefits provided to the principal.
- 4.7.5 The parties agree to review this remuneration process if and when there is significant change to existing tax laws.
- 4.7.6 The principal may change the election of benefits prior to 31 March each year. The composition of the remuneration package can be altered without affecting the other terms of the contract of employment as a principal.
- 4.7.7 The principal shall be responsible for seeking their own independent advice on the financial implications of accepting payment in accordance with the TEC method, prior to submitting their preferred options to the employer for payment.

#### 4.8 Superannuation

- 4.8.1 Current employees who are appointed as principal and who were or are participating members of Part 1 of the Catholic Superannuation and Retirement Fund (formerly known as Queensland Roman Catholic Retirement Plan) shall have within their TEC a superannuation component which is a percentage of the base salary of the principal concerned. This percentage amount shall be in accordance with the table listed below and shall include 1.5% insurance for those who were participating members of Part 1 of the Catholic Superannuation and Retirement Fund prior to 1st January 1994.

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

- 4.8.2 The employer contribution shall not change on commencement of employment as a principal and as the minimum employer contribution set by legislation rises, the employer contribution shall increase as shown in the above table until it reaches 10.5%.
- 4.8.3 The superannuation guarantee employer contribution shall be payable into a relevant, complying superannuation fund.
- 4.8.4 An employer contribution to a complying superannuation fund shall be made in accordance with the superannuation guarantee legislation from the date of appointment. Should a principal fail to complete the membership form for a relevant complying superannuation fund, the Catholic Superannuation and Retirement Fund Trustee shall accept nominations by the employer without the principal's signature. This action would only be taken to ensure fulfilment of the employer's legal obligation.
- 4.8.5 The employer recognises that an increased employer contribution combined with an employee co-payment, delivers a substantial benefit to the principal's superannuation savings.
- 4.8.6 In line with the parties' commitment to quality teaching and learning and the provision of a Catholic Education that is affordable for all families, the parties agree that the maintenance of at least the current level of educational resourcing is to be maintained.
- 4.8.7 The parties recognise that any additional superannuation contributions from principals is a matter of personal choice within the options available. The payment to be made by employing authorities will be subsumed into any payment mandated by Superannuation Guarantee Charge legislation, if any such payment is mandated.
- 4.8.8 The employer shall make available to all principals the following options:
  - a) where the principal makes a co-payment of 3% the employer will make a contribution of 10.75% (inclusive of the Superannuation Guarantee Contribution),
  - b) where the principal makes a co-payment of 4% the employer will make a contribution of 11.75% (inclusive of the Superannuation Guarantee Contribution),

- c) where the principal makes a co-payment of 5% the employer will make a contribution of 12.75% (inclusive of the Superannuation Guarantee Contribution).

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

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

## 4.9 Appraisal Process

- 4.9.1 The principal shall co-operate with such system of appraisal of the performance of duties as principal as set out in subclause 4.9.3 below.
- 4.9.2 Notwithstanding the provisions of this clause, the detail of the appraisal process for an individual principal will take into account the quantum of experience of the individual in the position of principal.
- 4.9.3 The principal shall be required to undergo a process of formative self review each year (this is the Annual Appraisal referred to in a) below) and a process of summative review at least once every five years (this is the Summative Appraisal referred to in b) below) as follows:-

a) Annual appraisal

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

The following principles shall govern the agreed formative appraisal process:

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

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

b) Summative Review

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

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

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



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

## PART 5 - INITIATIVES

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

- 5.1.1 The parties acknowledge the role of principals as leaders of the school community and delegated agents of the employer. As such they are responsible for the implementation of all local and system orientated initiatives which pertain to faith education, the pursuit of excellence in educational delivery and the development and pastoral care of both staff and students.
- 5.1.2 Principals therefore reaffirm their commitment to the diligent oversight and implementation of the following programs and processes:
- a) the objectives of this agreement contained in Part 2. above
  - b) the initiatives contained in the agreement for school staffs
  - c) the religious education guidelines for Brisbane Catholic Education
  - d) agreed curriculum reform programs
  - e) appraisal and professional development programs for school staff.
- 5.1.3 The employer and principals accept a joint responsibility for the negotiation of a program of relevant professional development linked to appraisal outcomes, the school goals and renewal plan.
- 5.1.4 In the context of the school renewal plan and consistent with the appraisal process and outcomes, the principals shall determine and undertake appropriate ongoing professional development outside of school time.
- 5.1.5 The employer and principals accept a joint responsibility for enhancing skills in the use of technology in schools. The provision of appropriate professional development and training shall be subject to the provisions of 5.1.3 and 5.1.4 of this clause.
- 5.1.6 Provided that the employer shall recognise the additional workload of principals emanating from initiatives of this nature and provide appropriate care, support and professional development where required.

### 5.2 Expectations of Principals

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

### 5.3 Principal Wellbeing and Sustainability

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

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

## PART 6 – NON-SALARY BENEFITS

### 6.1 Annual Leave

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

### 6.2 Annual and Proportionate Payments

- 6.1.1 A principal who has worked (or who has been granted leave by the employer) for each day of the standard school year with a particular employer shall be paid as for a full calendar year commencing on 1 January, provided that no more than one month's leave without pay shall be counted towards the calculation of the principal's length of service for the purposes of clause 6.2.1.
- 6.1.2 A principal who worked for less than a standard school year, shall be paid the proportion of the annual salary of that year that the principal's service, excluding school vacations, bears to a standard school year. Such payment shall be made either on termination or at the commencement of the midsummer vacation, as the case may be.
- 6.1.3 The proportion of salary referred to in clause 6.2.2 shall be calculated on the salary which the principal was receiving immediately before cessation of employment or immediately before the commencement of the mid summer vacation, as the case may be.
- 6.1.4 For the purposes of this clause, in any employing authority, a standard school year for a teacher is calculated as:
- $$\text{One Standard Year} = \text{Number of weeks in Term 1} + \text{Number of weeks in Term 2} + \text{Number of weeks in Term 3} + \text{Number of weeks in Term 4}.$$

### 6.3 Annual Leave Loading

- 6.3.1 A principal who has worked (or who has been granted leave by the employer) for each day of the standard school year with a particular employer shall receive an annual leave loading equivalent to 17.5% of 4 weeks' salary. Provided that no more than one month's leave without pay shall be counted towards the calculation of the principal's length of service for the purposes of clause 6.3.1.
- 6.3.2 A principal who commences employment after the beginning of the school year and who teaches to the end of the school year, shall be paid the proportion of the annual leave loading prescribed in clause 6.3.1 that the principal's service (excluding school vacations) bears to a standard school year.
- 6.3.3 A principal who resigns, having given the prescribed notice in writing, or whose services are terminated by the employer for some reason or reasons other than misconduct and who has worked for less than a full school year, shall be paid the proportion of the annual leave loading prescribed in clause 6.3.1 that the principal's service (excluding school vacations) bears to a standard school year.
- 6.3.4 The loading prescribed in clauses 6.3.1, 6.3.2 and 6.3.3 shall be calculated upon the salary which the principal was receiving immediately before cessation of employment or immediately before the commencement of the midsummer vacation, as the case may be.
- 6.3.5 Annual leave loading for a principal shall be paid by one of the following methods:
- in employer designated pay periods in December each year; or
  - where a principal has a salary packaging arrangement it may be agreed that the loading be paid fortnightly in the regular pay periods.
- 6.3.6 A standard year for the purposes of clause 6.3 shall be the same as outlined in clause 6.2.4.

## 6.4 Long Service Leave

### 6.4.1 Definitions

- a) "Eligible service" means continuous service with the employer as from 1st January, 1982, and where a principal was employed by a school at that date it shall include all continuous service at that school as from 1st January, 1975.
- b) Long service leave entitlements not to be reduced
- c) Nothing in this clause shall be deemed or construed to diminish the conditions of long service leave any principal was receiving prior to the date of coming into operation of this clause.

### 6.4.2 Amount of long service leave

- a) A principal shall be entitled to long service leave on full pay in respect of eligible service and the amount and further amounts of that long service leave shall be as follows:
  - i. In respect of eligible service completed prior to the date of commencement in accordance with the Act.
  - ii. In respect of 10 years' eligible service undertaken as from the dates specified from the various individual Employers hereunder-13 weeks' long service leave.
- b) As from 1st January 1973 - Principals who were employed by the Sacred Heart Fathers;
- c) As from 1st January 1982 - Principals who were employed by the Augustinian Friars, Brigidine Sisters, Christian Brothers, De La Salle Brothers, Franciscan Friars, Franciscan Sisters, Good Samaritan Sisters, Loreto Sisters, Marist Brothers, Mercy Sisters (All Hallows), Oblates of Mary Immaculate, Presentation sisters, sisters of Charity, Sisters of the Sacred Heart of Jesus, Ursuline Sisters;
- d) As from 1st January 1983 - Principals who were employed by the Mercy Sisters (Cairns);
- e) As from 1st January 1985 - Principals who were employed by the Directors of Catholic Education of the Archdiocese of Brisbane and of the Dioceses of Cairns, Rockhampton, Toowoomba and Townsville, Josephite Sisters, Mercy Sisters (Rockhampton), Mercy Sisters (Townsville).
- f) In respect of a further or subsequent 10 years' eligible service completed after the date of commencement-13 weeks long service leave.

### 6.4.3 Payment in lieu

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

### 6.4.4 Financial provisions

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

6.4.5 Principals shall accrue long service leave at the rate of 1.3 weeks per year of continuous service in accordance with the provisions of Clause 6.4

6.4.6 Principals are entitled to access their accrued long service leave after completing seven (7) years of continuous service. A principal is entitled to access subsequent leave, where that principal has an entitlement of four (4) weeks or more. All applications for leave will be in accordance with the provisions for taking of such leave.

6.4.7 A principal who has completed at least seven (7) years of continuous service is entitled to a proportionate payment for long service leave on the termination of the principal's service.

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

- a) In some clearly identified and demonstrated exceptional circumstances a period less than one (1) week, but not less than one (1) day may be approved.
- b) Where the period of long service leave is less than a school term (nominally ten (10) weeks) that leave should normally be taken wholly within the school term period.



- 6.4.9 Applying for Long Service Leave;
- a) When accessing a period of long service leave of one week or more, a principal will make an application to take long service leave by giving at least twenty (20) weeks' notice prior to the commencement of the period of leave for which application is made. This period of notice may be reduced by mutual agreement between the employer and the principal. The employer's right to make the final decision will not be diminished by the arrangement.
  - b) When accessing a period of long service leave of less than one week, a principal will make an application to take long service leave by giving at least four (4) weeks' notice prior to the commencement of the period of leave for which application is made (or less by mutual agreement). In emergent circumstances, where a principal is unable to provide four (4) weeks' notice, notice shall be given as soon as practicable.
- 6.4.10 Employer Direction to Take Long Service Leave
- a) In the first instance a principal and employer may agree when the principal is to take Long Service Leave (LSL). This will normally occur through the principal applying in accordance with 6.4.9 above, to access their leave.
  - b) Where an employer has concerns that a principal has excess leave, the provisions of paragraphs c) and (d) below will apply. However, before directing a principal to take LSL, discussions will occur in a genuine attempt to achieve agreement as to when such leave is to be taken.
  - c) An employer may direct a principal to take the full period of long service leave accrued within 12 calendar months of the date upon which the principal's accrued entitlement reaches thirteen (13) weeks and the principal shall so take that leave.
  - d) A principal shall give at least twenty (20) weeks' notice in writing of the direction to take leave. However, where the eligible service has been served with two (2) or more employers, the period of notice shall be nine (9) calendar months for either party.
- 6.4.11 Any period of long service leave taken by a principal is exclusive of any public holiday(s), and/or paid vacation periods.
- 6.4.12 Interaction between Personal/Carer's Leave (Personal Leave and Special Responsibility Leave) and Long Service Leave
- a) A principal may request to have a period of long service leave re-credited and personal leave or carer's leave used instead for a period of illness, or a period of time used as provided in clause 6.5 Personal Leave, whilst the principal is on long service leave.
  - b) A principal is entitled to have the period of long service leave re-credited where the period of illness, or a period of Personal Leave, is one calendar week (seven days) or more and the request is accompanied by a medical certificate or other appropriate proof of the reason for the request.
- 6.4.13 When a principal has a period of long service leave re-credited (as provided in clause 6.4.12 a) the actual period of absence from work will not normally be extended.
- 6.4.14 The employer will consider the particular circumstances of applications for periods of leave without pay to be taken in conjunction with long service leave. Such applications will be considered in conjunction with existing guidelines for leave without pay.
- 6.4.15 Long Service Leave at Half Pay
- a) Accrued long service leave (LSL) may be accessed at half pay, in accordance with clause 6.4. In such circumstances the principal will be entitled to double the period of leave which would otherwise be applicable.
  - b) The period of LSL at half pay will be paid for at half the rate which would have been applicable if the principal was not accessing LSL at half pay.
  - c) Where a principal accesses LSL at half pay that principal will accrue all leave entitlements on a pro rata basis.

- d) Where a principal accesses long service leave at half pay and where a salary packaging agreement exists, this agreement will be honoured or renegotiated. Any associated costs will be borne by the principal consistent with current salary packaging arrangements.
- e) A period of LSL at half pay will be exclusive of public holidays. A public holiday occurring during a period of LSL at half pay, and which falls on a day on which the subject principal would otherwise work, will be paid for at half the rate which would have been applicable if the principal was not accessing LSL at half pay.
- f) Where a principal on a period of LSL at half pay becomes ill during such period, the provisions of clause 6.4.14 will apply, except that the:
  - i. period of personal leave will be paid for at half the rate which would have been applicable if the principal was not accessing LSL at half pay;
  - ii. quantum of LSL re-credited to the principal will be half that which would have been applicable if the principal was not accessing LSL at half pay; and
  - iii. quantum of personal leave debited from the principal's personal leave account will be half that which would have been applicable if the principal was not accessing LSL at half pay.
- g) The provisions of this clause (6.4.15) will apply to principal who access a period of LSL at half pay.
  - i. A period of LSL at half pay will be exclusive of school vacations.
  - ii. School vacations (except for the Christmas vacation) which are within a period of LSL at half pay will be paid for at half the rate which would have been applicable if the principal was not accessing LSL at half pay.
  - iii. School vacations (except for the Christmas vacation) which are contiguous with a period of LSL at half pay will be paid for at the rate which would have been applicable if the principal was not accessing LSL at half pay.
  - iv. Where a principal accesses a period of LSL at half pay which is wholly within one calendar year (as defined in paragraph (e) below), that principal will be paid a sum for the Christmas vacation calculated in accordance with the following formula:

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

Where:

- P is the total amount paid to the principal for the Christmas vacation;
- L is the number of weeks actually worked plus the number of weeks debited from the principals LSL account;
- W is the number of weeks the principal would have worked if they had not accessed LSL;
- S is the total amount which would have been paid for the calendar year if the principal was not accessing LSL at half pay;
- A is the total amount paid to the principal in that calendar year prior to the Christmas vacation.
- v. For the purposes of this clause, "Calendar year" will be defined in one of two ways, depending on the method of employing principals used by a particular employer. Where an employer employs principals from 1 January to 31 December, then that is the definition of calendar year to be used in relation to that employer for the purposes of paragraph (d) and (f). Where an employer employs principals from the beginning of term one to the day before the beginning of term one in the following year, then that is the definition of calendar year to be used in relation to that employer for the purposes of paragraphs (d) and (f).

vi.

- vii. Where a principal accesses a period of LSL at half pay and that period extends across two calendar years (as defined in paragraph (v)), that principal will be paid in accordance with this paragraph (paragraph (vi)). For the Christmas vacation at the end of each calendar year the principal will be paid a sum calculated in accordance with the formula prescribed in paragraph (iv).

All other school vacations (including, where applicable, the Christmas vacation at the beginning of a calendar year) which are within a period of LSL at half pay will be paid for at half the rate which would have been applicable if the principal was not accessing LSL at half pay.

#### 6.4.16 Portability of long service leave

- a) Long service leave accruals with Queensland Catholic education employing authorities from the nominated date shall be portable subject to paragraph 6.4.16 (c).
- b) For principals the "nominated date" described in paragraphs (a) and (c) is the date identified in Clause 6.4.2 b), c), d) and e) as appropriate for principals who were employed at that date (or subsequently) by the employers identified in those paragraphs.
- c) For the purposes of portability of long service leave:
  - i. all continuous service with the principal's employer as at the nominated date shall be portable for the purpose of Long Service Leave accrual; and
  - ii. all continuous service, from the nominated date, with a Catholic education employer shall be portable for the purpose of Long Service Leave accrual; and
  - iii. there must be continuity of service (as defined by the Industrial Relations Act 1999 (Qld)) between Catholic education employing authorities.

#### 6.4.17 Cashing Out Long Service Leave

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

- a) At least 5 weeks must be retained at any point of time to use as long service leave, in accordance with clause 6.4 of this Agreement;
- b) The principal may apply to combine the cash out of some long service leave with the taking of some long service leave. In this case, the time taken in long service leave may be deducted from the minimum retained 5 weeks leave, as prescribed in sub-clause 6.4.17 a) above. (For example, 13 weeks accrued long service leave may be taken as 8 weeks cashed out, 3 weeks in leave actually taken and 2 weeks long service leave retained for another time);
- c) "Cashing out" of long service leave may only occur once in any 5 year period;
- d) The notice period required to cash out some long service leave only is a minimum of 4 weeks (or less by mutual agreement with the employer); and
- e) The principal seeks independent financial advice prior to making application to "cash out" their long service leave.

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

## 6.5 Personal Leave

6.5.1 A Principal shall be entitled to [personal/carer's leave](#) on the same terms and conditions that apply to teachers as set out in the Catholic Employing Authorities Single Enterprise Collective Agreement Diocesan Schools of Queensland 2019-2023, or the subsequent replacement Agreement that is in force during the life of this Agreement.

6.5.2 In addition to personal leave entitlements set out in subclause 6.5.1 of this Agreement, a Principal who, on appointment, has not accumulated at least 30 days personal leave with Catholic schools in Queensland shall be granted an additional entitlement to bring that person's personal leave credit to 30 days.

## 6.6 Other Leave

The following leave entitlements for Principals are on the same terms and conditions as those provided for teachers in the *Catholic Employing Authorities Single Enterprise Collective Agreement – Diocesan Schools of Queensland 2019-2023* or the subsequent replacement Agreement that is in force during the life of this Agreement.

- 6.6.1 [Health check leave](#)
- 6.6.2 [Access to leave – terminally ill member of household](#)
- 6.6.3 [Paid and unpaid parental leave](#)
- 6.6.4 [Paid Spousal Leave – Non-primary Carer](#)
- 6.6.5 [Cultural Leave](#)
- 6.6.6 [Emergency and Natural Disaster Leave](#)
- 6.6.7 [Defence Force Reserve Leave](#)
- 6.6.8 [Compassionate leave](#)
- 6.6.9 [Domestic Violence Leave](#)
- 6.6.10 [Jury Service Leave](#)

## 6.7 Extended Unpaid Leave

- 6.7.1 A principal may apply to access extended unpaid leave on the following basis:
- a) at least six (6) months notice is given in all but exceptional circumstances;
  - b) at least three (3) years continuous service has been completed prior to the intended commencement of each period of leave;
  - c) the period of leave sought is a maximum of 12 months duration and should normally occur within the calendar year.

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

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

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

## 6.8 Payment of Leave

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

## 6.9 Public holidays

- 6.9.1 All work required by the employer to be done by a Principal on any day or part-day, declared or prescribed by the Holidays Act 1983, to be observed generally within Queensland or a region of Queensland, as a public holiday, other than a day or part-day, or a kind of day or part-day, that is excluded by the regulations from counting as a public holiday will be paid for at the rate of double time and a-half with a minimum of four (4) hours.

For information purposes, Queensland Gazetted Public Holidays can be found [here](#).

- 6.9.2 A principal who would ordinarily be required to work on a day on which a public holiday falls is entitled to full pay for the time the principal would ordinarily have been required to perform work on that day.

- 6.9.3 Double time and a-half

For the purposes of clause 6.9, where the rate of wages is a weekly rate, "double time and a-half" means one and one-half days wages in addition to the prescribed weekly rate, or pro rata if there is more or less than a day.

6.9.4 Notwithstanding any other provision of clause 6.9 when a principal works on a public holiday such principal shall be paid at the rate prescribed by clause 6.9 for the particular holiday or by agreement between the principal and the employer may be paid at the ordinary rate and given a day off in lieu thereof within 28 days of the holiday occurring. Provided that if a principal subsequently works on the day in lieu of the deferred public holiday, such principal shall be paid in accordance with the other provisions of clause 6.9.

## 6.10 Reimbursement of Relocation Expenses

Where a principal relocates from one location to another within the diocese, either to take up an appointment as a principal, or to take a position as a teacher consistent with clause 3.2.4 (parachute clause), the principal shall receive assistance with costs associated with the relocation in accordance with the provisions of the *Brisbane Catholic Education Relocation Expenses Guidelines*.

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

## 6.11 Location allowance

Provisions relating to location allowances are contained within schedules 2 and 3.

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

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

## 6.12 Professional Renewal Program

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

Principals may access professional renewal leave in accordance with the Brisbane Catholic Education Professional Renewal Leave Procedures. Proposed variations to these administrative procedures shall be subject to appropriate consultation with principals.

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

6.12.3 Principals covered by this agreement shall, accrue professional renewal leave funding assistance as follows:

From 1 January 2004	\$1250 per annum
From 1 January 2005	\$1300 per annum
From 1 January 2006	\$1350 per annum
From 1 January 2007	\$1500 per annum
From 1 January 2010	\$1700 per annum
From 1 January 2013	\$2000 per annum
From 1 January 2016	\$2250 per annum
From 1 January 2021 and subsequent years	\$3000 per annum

6.12.4 The professional renewal leave funding assistance and leave provisions are cumulative and principals covered by this agreement are entitled to access these entitlements as they accrue.

6.12.5 It is recognised that professional renewal leave is provided to enable principals to have time and financial support to access appropriate professional development, formation and wellbeing opportunities to assist them with their roles as principals.

6.12.6 From the commencement of this Agreement, until 30 June 2024, Principals will need to reduce their leave and funding accruals to a maximum funding entitlement of \$15,000 and a maximum leave entitlement of 25 days. On the 30 June 2024, any current entitlement to leave and/or funding that exceeds these maximum amounts, will be paid out to the Principal.

For example – If, as at 30 June 2024 a Principal has accrued an entitlement to \$20,700 in funding and 45 days of leave, that Principal will be paid \$5,700 and the equivalent of 20 days leave in order to reduce their entitlement to Professional Renewal funding and leave to the specified maximum amounts of \$15,000 and 25 days.

- 6.12.7 After 30 June 2024, each year on 30 June, any Principal who has accrued an entitlement in excess of the maximum funding and leave entitlements outlined above, will be paid out any leave and funding entitlements to reduce their accruals back to the maximum amounts.
- 6.12.8 Where a principal, at the conclusion of a period of appointment as a principal, is not appointed to a further period as a principal (either at the same or different school), and that principal continues in the employment of the employer, that principal will be entitled to any accrued leave and/or allowance as prescribed by this clause (6.12).
- 6.12.9 Where a principal, at the conclusion of a period of appointment as a principal, is not appointed to a further period as a principal (either at the same or different school), and does not continue in the employment of the employer, that principal will be entitled to any accrued leave and/or allowance as prescribed by this clause (6.12).
- 6.12.10 Where an employee moves from employment as a principal with another Diocesan Catholic Education employer in Queensland to an appointment as a principal with the employer, the employer agrees to recognize such previous service as principal as though it is service with the employer for the purposes of accruing an entitlement in accordance with this clause (6.12). This recognition of service will be conditional upon the following:
- a) That the principal has continuity of service as a principal between Diocesan Catholic Education Employing Authorities in Queensland (i.e., there must not be a break in service of greater than three months).
  - b) That the service will only be recognized to the extent of any unused Professional Renewal Leave entitlement accrued with another Diocesan Catholic Education Employing Authority in Queensland.

### 6.13 Transport Assistance

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

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

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

### 7.1 Workplace Stress

#### 7.1.1 Preamble

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

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

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

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

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

#### 7.1.2 Implementation

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

#### 7.1.3 Managing Workplace Stress

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

#### 7.1.4 Structured Approach

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

#### 7.1.5 Control Strategies

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

## PART 8 – FUTURE NEGOTIATION OF AGREEMENT

### 8.1 Renewal or Replacement agreement

Subject to satisfactory implementation of the initiatives contained in this agreement the parties agree to re-open negotiations as soon as practicable on or after 30 March 2024 with a view to negotiating an amendment to or replacement of this agreement.

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

In the presence of:

(ABN 49 991 006 857)


Postal Address:

Brisbane Catholic Education

GPO Box 1201

BRISBANE QLD 4001

  
*(signature)*

  
*(witness to sign)*

PAMELA ANN BETTS  
*(print name)*

Colin O'Neill  
*(print name)*

EXECUTIVE DIRECTOR  
*(position)*

Manager Employee Relations.  
*(position)*



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

In the presence of:

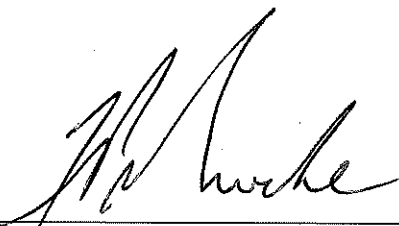
(ABN 74 662 601 045)

Postal Address:

IEUA-QNT

PO Box 418

FORTITUDE VALLEY QLD 4006

  
\_\_\_\_\_  
(signature)

  
\_\_\_\_\_  
(witness to sign)

Terence P. BURKE  
\_\_\_\_\_  
(print name)

JOHN SPRIGGS  
\_\_\_\_\_  
(print name)

Branch Secretary  
\_\_\_\_\_  
(position)

SNR IND. OFFICER  
\_\_\_\_\_  
(position)

SCHEDULE 1 (A) SALARY SCHEDULE

		<b>1 July 2020</b>		
		<b>2.50%</b>		
Classification	Step	Annual	Fortnight	Hour
Level 1	1	\$ 126,750	\$ 4,858.30	\$ 80.9717
	2	\$ 129,533	\$ 4,965.00	\$ 82.7500
	3	\$ 132,447	\$ 5,076.70	\$ 84.6117
	4	\$ 135,482	\$ 5,193.00	\$ 86.5500
	5	\$ 138,665	\$ 5,315.00	\$ 88.5833
Level 2	1	\$ 132,941	\$ 5,095.60	\$ 84.9267
	2	\$ 135,860	\$ 5,207.50	\$ 86.7917
	3	\$ 138,912	\$ 5,324.50	\$ 88.7417
	4	\$ 142,101	\$ 5,446.70	\$ 90.7783
	5	\$ 145,435	\$ 5,574.50	\$ 92.9083
Level 3	1	\$ 139,455	\$ 5,345.30	\$ 89.0883
	2	\$ 142,510	\$ 5,462.40	\$ 91.0400
	3	\$ 145,709	\$ 5,585.00	\$ 93.0833
	4	\$ 149,059	\$ 5,713.40	\$ 95.2233
	5	\$ 152,557	\$ 5,847.50	\$ 97.4583
Level 4	1	\$ 146,802	\$ 5,626.90	\$ 93.7817
	2	\$ 150,037	\$ 5,750.90	\$ 95.8483
	3	\$ 153,397	\$ 5,879.70	\$ 97.9950
	4	\$ 156,919	\$ 6,014.70	\$ 100.2450
	5	\$ 160,611	\$ 6,156.20	\$ 102.6033
Level 5	1	\$ 155,377	\$ 5,955.60	\$ 99.2600
	2	\$ 158,798	\$ 6,086.70	\$ 101.4450
	3	\$ 162,359	\$ 6,223.20	\$ 103.7200
	4	\$ 166,082	\$ 6,365.90	\$ 106.0983
	5	\$ 169,987	\$ 6,515.60	\$ 108.5933
Level 6	1	\$ 161,477	\$ 6,189.40	\$ 103.1567
	2	\$ 165,017	\$ 6,325.10	\$ 105.4183
	3	\$ 168,722	\$ 6,467.10	\$ 107.7850
	4	\$ 172,591	\$ 6,615.40	\$ 110.2567
	5	\$ 176,648	\$ 6,770.90	\$ 112.8483
Level 7	1	\$ 170,540	\$ 6,536.80	\$ 108.9467
	2	\$ 174,279	\$ 6,680.10	\$ 111.3350
	3	\$ 178,192	\$ 6,830.10	\$ 113.8350
	4	\$ 182,281	\$ 6,986.80	\$ 116.4467
	5	\$ 186,567	\$ 7,151.10	\$ 119.1850
Level 8	1	\$ 179,027	\$ 6,862.10	\$ 114.3683
	2	\$ 182,959	\$ 7,012.80	\$ 116.8800
	3	\$ 187,071	\$ 7,170.40	\$ 119.5067
	4	\$ 191,360	\$ 7,334.80	\$ 122.2467
	5	\$ 195,855	\$ 7,507.10	\$ 125.1183

**1 July 2021**

**1 January 2022**

Classification	Step	2.50%			2.00%		
		Annual	Fortnight	Hour	Annual	Fortnight	Hour
Level 1	1	\$ 135,758	\$ 5,203.60	\$ 86.7267	\$ 138,474	\$ 5,307.70	\$ 88.4617
	2	\$ 138,868	\$ 5,322.80	\$ 88.7133	\$ 141,647	\$ 5,429.30	\$ 90.4883
	3	\$ 142,132	\$ 5,447.90	\$ 90.7983	\$ 144,976	\$ 5,556.90	\$ 92.6150
Level 2	1	\$ 142,385	\$ 5,457.60	\$ 90.9600	\$ 145,234	\$ 5,566.80	\$ 92.7800
	2	\$ 145,654	\$ 5,582.90	\$ 93.0483	\$ 148,568	\$ 5,694.60	\$ 94.9100
	3	\$ 149,072	\$ 5,713.90	\$ 95.2317	\$ 152,054	\$ 5,828.20	\$ 97.1367
Level 3	1	\$ 149,351	\$ 5,724.60	\$ 95.4100	\$ 152,338	\$ 5,839.10	\$ 97.3183
	2	\$ 152,784	\$ 5,856.20	\$ 97.6033	\$ 155,839	\$ 5,973.30	\$ 99.5550
	3	\$ 156,371	\$ 5,993.70	\$ 99.8950	\$ 159,499	\$ 6,113.60	\$ 101.8933
Level 4	1	\$ 157,232	\$ 6,026.70	\$ 100.4450	\$ 160,376	\$ 6,147.20	\$ 102.4533
	2	\$ 160,843	\$ 6,165.10	\$ 102.7517	\$ 164,060	\$ 6,288.40	\$ 104.8067
	3	\$ 164,626	\$ 6,310.10	\$ 105.1683	\$ 167,918	\$ 6,436.30	\$ 107.2717
Level 5	1	\$ 166,418	\$ 6,378.80	\$ 106.3133	\$ 169,747	\$ 6,506.40	\$ 108.4400
	2	\$ 170,233	\$ 6,525.00	\$ 108.7500	\$ 173,637	\$ 6,655.50	\$ 110.9250
	3	\$ 174,237	\$ 6,678.50	\$ 111.3083	\$ 177,723	\$ 6,812.10	\$ 113.5350
Level 6	1	\$ 175,571	\$ 6,729.64	\$ 110.4800	\$ 179,082	\$ 6,864.20	\$ 114.4033
	2	\$ 176,906	\$ 6,780.80	\$ 113.0133	\$ 180,444	\$ 6,916.40	\$ 115.2733
	3	\$ 181,065	\$ 6,940.20	\$ 115.6700	\$ 184,686	\$ 7,079.00	\$ 117.9833
Level 7	1	\$ 182,648	\$ 7,000.90	\$ 116.6817	\$ 186,301	\$ 7,140.90	\$ 119.0150
	2	\$ 186,838	\$ 7,161.50	\$ 119.3583	\$ 190,574	\$ 7,304.70	\$ 121.7450
	3	\$ 191,232	\$ 7,329.90	\$ 122.1650	\$ 195,057	\$ 7,476.50	\$ 124.6083
Level 8	1	\$ 191,748	\$ 7,349.70	\$ 122.4950	\$ 195,584	\$ 7,496.70	\$ 124.9450
	2	\$ 196,144	\$ 7,518.20	\$ 125.3033	\$ 200,068	\$ 7,668.60	\$ 127.8100
	3	\$ 200,752	\$ 7,694.80	\$ 128.2467	\$ 204,767	\$ 7,848.70	\$ 130.8117

Allowances

	1 July 2020		1 July 2021	
	Annual	Fortnight	Annual	Fortnight
<b>Points</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
1 Point	\$ 2,382	\$ 91.30	\$ 2,442	\$ 93.60
2 Points	\$ 4,764	\$ 182.60	\$ 4,884	\$ 187.20
3 Points	\$ 7,146	\$ 273.90	\$ 7,326	\$ 280.80
4 Points	\$ 9,528	\$ 365.20	\$ 9,768	\$ 374.40
5 Points	\$ 11,910	\$ 456.50	\$ 12,210	\$ 468.00
6 Points	\$ 14,292	\$ 547.80	\$ 14,652	\$ 561.60
7 Points	\$ 16,674	\$ 639.10	\$ 17,094	\$ 655.20
8 Points	\$ 19,056	\$ 730.40	\$ 19,536	\$ 748.80
9 Points	\$ 21,438	\$ 821.70	\$ 21,978	\$ 842.40
10 Points	\$ 23,820	\$ 913.00	\$ 24,420	\$ 936.00

## SCHEDULE 1 (B) PRINCIPALS ALLOWANCE STRUCTURE

### S1. For school structural characteristics

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

- Split Campus - A school is considered to be a split campus school if there are two or more distinct instructional campuses each with its own head of campus.
- P - 12 School - A school is considered to be a P - 12 school if the schools' enrolment is comprised of classes from pre-school, prep year or year 1 to year 12.
- Ecumenical School – A school is considered to be an ecumenical school if the school has been set up as such and is run in partnership with another faith(s).

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

**Table 1: Schools with structural characteristics**

<b>Structural Characteristics</b>	<b>Allowance (points)</b>
Split Campus	
➤ 2 sites	1
➤ more than 2 sites	2
P-12 school	3
Ecumenical school	2

### S2. For schools of special character

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

- the specific purpose of the schools as espoused in its mission statement;
- the significant percentages of Aboriginal and Torres Strait Islander students;
- the significant percentages of students with identified learning needs through the NCCD process
- the significant percentages of EAL/D students;
- other significant factors as determined by the employer.

Generally, the criteria, as detailed in Table 2 below, will be applied to determine a Principal's eligibility to receive a school of special character allowance.

**Table 2: Schools of special character**

Special characteristics	Percentage of school enrolments	Allowance (points)
Aboriginal and Torres Strait Islander students	20 – 40%	2
	41 – 60%	3
	61 – 80%	4
	81 – 100%	5
EAL/D students	20 – 40%	2
	41 – 60%	3
	61 – 80%	4
	81 – 100%	5
Students with a Disability (identified through NCCD process)	25 – 35%	2
	36 – 45%	3
	46 – 59%	4
	60 – 100%	5

- a. If a school's characteristics change such that the percentage of enrolments numbers of students increase above the relevant percentage threshold, as detailed in table 2 above, for a period of 12 months, the principals' eligibility for payment of the relevant number of allowance points will be adjusted and backdated to the beginning of the current year.
- b. If a school's characteristics change so that the percentage of enrolments of students decrease below the relevant percentage threshold, as detailed in table 2 above, for a period of 12 months, the principals' eligibility for payment of the relevant number of allowance points will be adjusted and the relevant allowance will be paid from the commencement of the following year.
- c. The employer may declare a school a 'school of special character' based on significant factors other than the percentage of ATSI, ESL or NCCD students enrolled at the school. The determination of a principal's eligibility to receive payment of allowance points for their school's 'special character' will be at the discretion of the employer.

*NB: For the purposes of determining whether a principal is eligible to receive payment of a 'school of special character' allowance due to the number of students with a disability enrolled at their school, the data will include those students ascertained at all adjustment categories identified through the NCCD process. (i.e support provided within quality differentiated teaching practice, supplementary adjustments, substantial adjustments or extensive adjustments)*

- d. From 1 July 2021, an additional special characteristic allowance will be introduced.
  - i. Any principal whose school's student population has exceeded the allowance classification threshold, as detailed in Table 3., for twelve months, will be eligible for payment of the applicable allowance points.

**Table 3:**

Special characteristics	Student enrolment numbers	Allowance (total points)
Large School - Primary	1401 – 1600	1
	1601 – 1800	2
	1801 – 2000	3

<b>Special characteristics</b>	<b>Student enrolment numbers</b>	<b>Allowance (total points)</b>
Large School - Secondary	1301 - 1500	1
	1501 – 1700	2
	1701 – 1900	3

- ii. The principal's eligibility for payment of the relevant number of allowance points will be assessed and backdated to the beginning of the current year.
- iii. If a school's characteristics change such that the student enrolment numbers increase above the relevant enrolment threshold, as detailed in table 3. above, the principals' eligibility for payment of the relevant number of allowance points will be adjusted and backdated to the beginning of the current year.
- iv. If a school's characteristics change so that the student enrolment numbers decrease below the relevant enrolment threshold, as detailed in table 3 above, the principals' eligibility for payment of the relevant number of allowance points will be adjusted and any relevant allowance will be paid from the commencement of the following year.

### **S3. Census data used to determine eligibility**

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

The census used to determine a principal's eligibility to receive the Students with Disability allowance will be the Commonwealth census (from the previous year) usually held in August.

### **S4. Payment of multiple allowances**

If a single school is eligible for multiple allowances, allowances are paid up to a ceiling value of 10 points.

### **S5. Appeals**

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

## SCHEDULE 2: Isolated Teachers' Assistance Scheme

### S2.1 Preamble

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

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

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

### S2.2 Criteria

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

The benefits paid to teachers vary according to:

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

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

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

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

### S2.3 Part time Teachers

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



## **S2.4 Teachers on Leave**

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

## **S2.5 Payment on Termination**

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

## **S2.6 Teacher Movement**

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

## **S2.7 ITAS Payment Schedule**

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

**TABLE 1: Isolated Teachers' Assistance Scheme**

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

**TABLE 2: Isolated Teachers' Assistance Scheme for IPRASS Centres**

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

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

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

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

### SCHEDULE 3: Incentive Payments – Remote Area Staff Scheme (IPRASS)

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

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

#### S3.1 Financial incentive payments

S3.1.1 Payments are available to principals who relocate or are located in schools in the above centres and who meet the criteria detailed in this Schedule. Principals will receive a Remote Incentive allowance in accordance with the following provisions:

S3.1.2 Must complete ten (10) weeks service before a proportionate payment is made on termination, including resignation. In the event that a principal is employed for a complete term, with that term being less than ten (10) weeks, the principal is entitled to a proportionate payment based on the completed term. Any proportionate payment made to an eligible principal will be calculated on the basis of their number of weeks teaching service relative to the number of weeks in the school year.

S3.1.3 Principals who are engaged for ten (10) weeks term time are entitled to receive a proportionate payment on the basis of their number of weeks teaching service relative to the number of weeks in the school year (i.e. a teacher who works twenty (20) weeks term time out of a school year of forty (40) weeks is entitled to receive 20/40 of the relevant IPRASS payment).

S3.1.4 Proportionate payments will be made to eligible part-time principals, who are engaged for ten (10) weeks of term time (i.e. a part-time principal who is employed for sixteen (16) hours per week is entitled to sixteen (16) divided by thirty (30) of the respective incentive payment).

S3.1.5 Principals will receive a Remote Incentive allowance on the following basis:

- a. In years one and two, the following payments will apply:
  - i an incentive payment of \$1,500 will be paid to all eligible principals in the designated IPRASS centres with Level 4.
  - ii an incentive payment of \$1,650 will be paid to all eligible principals in the designated IPRASS centres with Levels 5 and 6.
- b. In year three, the following payments will apply:
  - i an incentive payment of \$2,500 will be paid to all eligible principals in the designated IPRASS centres of Level 4.
  - ii an incentive payment of \$2,750 will be paid to all eligible principals in the designated IPRASS centres of Level 5.

- iii an incentive payment of \$2,750 will be paid to all eligible principals in the designated IPRASS centres of Level 6.
- c. In year four, the following payments will apply
  - i an incentive payment of \$2,500 will be paid to all eligible principals in designated IPRASS centres of Level 4.
  - ii an incentive payment of \$4,400 will be paid to all eligible principals in designated IPRASS centres of Level 5.
  - iii an incentive payment of \$6,600 will be paid to all eligible principals in designated IPRASS centres of Level 6.
- d. In year five and subsequent years, the following payments will apply:
  - i an incentive payment of \$2,500 will be paid to all eligible principals in designated IPRASS centres of Level 4.
  - ii an incentive payment of \$4,400 will be paid to all eligible principals in designated IPRASS centres of Level 5.
  - iii an incentive payment of \$8,250 will be paid to all eligible principals in designated IPRASS centres of Level 6.
- e. Incentive payments will be transferable only within the nominated centres during any one five year period. Upon relocation the relevant centre's incentive payment will be paid.
- f. The incentive payment is not an all-purpose allowance, but will be paid as a type of bonus. Therefore the incentive payments will be paid in two instalments, one in June and the other in December.
- g. Principals on approved paid leave (i.e. personal leave) should not be disadvantaged in the calculation of the annual incentive payment.

### **S3.2 Emergent Leave Days**

- S3.2.1 Non-cumulative Emergent Leave Days will be available each year to full time and part time principals in designated IPRASS centres of Levels 4, 5, 6 and 7 on the following basis:
- a. Level 4 two (2) days per year
  - b. Level 5 four (4) days per year
  - c. Level 6 five (5) days per year
  - d. Level 7 five (5) days per year
- S3.2.2 Emergent Leave Days may be used to travel to a more focused regional centre to attend to both urgent and non-urgent personal, medical or legal appointments that cannot be conducted in the remote area location.
- S3.2.3 To facilitate alternate arrangements over the period of absence, principals are required to provide at least one week notice of their intention to access Emergent Leave Day(s), wherever possible. Applications should be submitted in writing and approval should not be unreasonably withheld. Where non-urgent business is to be conducted, Senior Leaders are to be given appropriate advance notice so as to maximise the opportunity to obtain a replacement. Where such advance notice is not provided the principal may determine that the leave will not be granted.
- S3.2.4 Approval of emergent leave immediately prior to or after vacation periods is subject to the principal's discretion but should normally be approved only in exceptional circumstances.

S3.2.5 Once the allocation of emergent leave on full pay has been exhausted, there will be no further entitlement to paid emergent leave until the following calendar year. Entitlements to emergent leave are regained for each calendar year.

S3.2.6 Fixed term teachers in designated IPRASS centres of Levels 4, 5, 6 and 7 will also receive Emergent Leave Days on a pro rata basis (based on the number of weeks in the school year their fixed term contract bears to a full school year).

### **S3.3 Travel leave days**

S3.3.1 Teachers in designated IPRASS centres are entitled to two days leave per year. These days may be attached to the Easter vacation or the Christmas vacation at the discretion of the diocesan Director. In recognising the needs of employees the Director may seek consultation from employees as to appointing the two (2) days, with the decision at the discretion of the Director.

S3.3.2 The provision of these two days leave per year to teachers shall not negatively impact on school officers' paid work time. School officers will continue to work and be paid for these two (2) days in accordance with their normal work arrangements.

### **S3.4 Accommodation**

S3.4.1 Employer-provided accommodation

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

S3.4.3 Payment of rent over Christmas vacation period

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

### **S3.5 Professional development**

S3.5.1 Teachers working in remote area locations have less access to professional development opportunities than colleagues in more focused regional areas.

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

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

S3.5.2 Where teachers are required to travel to attend professional development activities, their travel time arrangements will be determined through a process of negotiations with the employer and will generally be in paid work time.

- a. In circumstances where travel is undertaken outside of paid work time, accommodation will be provided if teachers would need to drive between sunset and sunrise.

- b. Employers will consider the start and finishing times of planned professional development in light of the travel needs of any participants. Teachers will be provided with accommodation according to Diocesan guidelines in circumstances where they may need to travel significant distances prior to or after required professional development.

S3.5.3 Accommodation, meals and other reasonable associated travel costs shall be paid by the employer in accordance with Diocesan guidelines when staff in remote area and rural schools attend employer-approved in-service or professional development during school term time.

### **S3.6 Use of employee's private vehicle**

S3.6.1 Where use of a school vehicle cannot be provided and a staff member is required to use their own vehicle for any approved, work-related reason (including transport to professional development), appropriate reimbursement to the principal for use of their vehicle will be made.

S3.6.2 Appropriate reimbursement to the principal will be calculated using the vehicle engine size and total distance travelled (as identified on RACQ road maps), in accordance with the kilometre rates prescribed by Diocesan guidelines.

## **Schedule 2.2—Model flexibility term**

(regulation 2.08)

### **Model flexibility term**

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



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