



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**
(AG2021/5318)

BRISBANE CATHOLIC EDUCATION OFFICE EMPLOYEES’ ENTERPRISE AGREEMENT 2019 - 2023

Educational services

DEPUTY PRESIDENT SAUNDERS

NEWCASTLE, 18 JUNE 2021

Application for approval of the Brisbane Catholic Education Office Employees’ Enterprise Agreement 2019 - 2023.

[1] An application has been made for approval of an enterprise agreement known as the *Brisbane Catholic Education Office Employees’ Enterprise Agreement 2019 - 2023 (Agreement)*. The application was made pursuant to section 185 of the *Fair Work Act 2009 (Act)*. The Agreement is a single enterprise agreement.

[2] The Employer has provided written undertakings (*Undertakings*). A copy of the Undertakings is attached in Annexure A to this decision. I am satisfied that the effect of accepting the Undertakings is not likely to:

- (a) cause financial detriment to any employee covered by the Agreement; or
- (b) result in substantial changes to the Agreement.

[3] The views of each person who the Fair Work Commission knows is a bargaining representative for the Agreement have been sought in relation to the Undertakings.

[4] Pursuant to subsection 190(3) of the Act, I accept the Undertakings. The Undertakings are taken to be a term of the Agreement.

[5] Subject to the Undertakings, I am satisfied that each of the requirements of sections 186, 187, 188 and 190 as are relevant to this application for approval have been met.

[6] 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.

[7] The Agreement is approved and, in accordance with section 54 of the Act, will operate from 25 June 2021. The nominal expiry date of the Agreement is 30 June 2023.



DEPUTY PRESIDENT

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Annexure A

IN THE FAIR WORK COMMISSION

FWC Matter No.: AG2021/5318

Applicant: The Corporation of the Trustees of the Roman Catholic Archdiocese of Brisbane, operating as the Brisbane Catholic Education

Section 185 – Application for approval of a single enterprise agreement

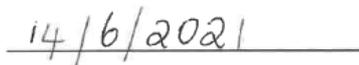
Undertaking- Section 190

I, Pam Betts, Executive Director for The Corporation of the Trustees of the Roman Catholic Archdiocese of Brisbane give the following undertakings with respect to the Brisbane Catholic Education Office Employees' Enterprise Agreement 2019 - 2023 ("the Agreement"):

1. I have the authority given to me by The Corporation of the Trustees of the Roman Catholic Archdiocese of Brisbane to provide this undertaking in relation to the application before the Fair Work Commission.
2. For the purposes of clause 3.5, with respect to casual employees classified BCEO Levels 1 – 4, the Applicant undertakes that a casual employee required to work ordinary hours on a Saturday or Sunday will be paid the following:
 - (i) 150% of the minimum hourly rate for ordinary hours worked on a Saturday; and
 - (ii) 200% of the minimum hourly rate for ordinary hours worked on a Sunday.
3. For the purposes of clause 3.5.9 the Applicant undertakes:
 - (i) to pay the employee for the overtime, in the next pay period following the request, at the overtime rate applicable to the overtime when worked, if requested by the employee; and
 - (ii) on the termination of the employee's employment, if time off for overtime worked by the employee has not been taken, the Applicant will pay the employee for the overtime at the overtime rate applicable to the overtime when worked.
4. These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.



Signature



Date

Note - this agreement is to be read together with an undertaking given by the employer. The undertaking is taken to be a term of the agreement. A copy of it can be found at the end of the agreement.

Brisbane Catholic Education

Office Employees' Enterprise Agreement 2019-2023

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1. APPLICATION AND OPERATION

1.1. Title

This Agreement will be known as the Brisbane Catholic Education Office Employees' Enterprise Agreement 2019 - 2023.

1.2. Commencement date

1.2.1. This Agreement will operate from the date of approval by the Fair Work Commission provided that where this Agreement specifies an operative date then the Agreement will operate from that date.

1.2.2. This Agreement has a nominal expiry date of 30 June 2023.

1.3. Definitions

1.3.1. "Agreement" means the Brisbane Catholic Education Office Employees' Enterprise Agreement 2019-2023.

1.3.2. "ATO" means the Australian Tax Office.

1.3.3. "BCE" means Brisbane Catholic Education.

1.3.4. "BCEO" means the Brisbane Catholic Education Office.

1.3.5. "Employer" will mean The Corporation of the Trustees of the Roman Catholic Archdiocese of Brisbane, operating as the Brisbane Catholic Education.

1.3.6. "Immediate family" is defined in the FW Act and means, for the purposes of this Agreement:

- a) a spouse (or former spouse), de facto partner, child, parent, grandparent, grandchild or sibling of the employee; or
- b) a child, parent, grandparent, grandchild or sibling of a spouse (or former spouse) or de facto partner of the employee.

1.3.7. "FW Act" means the *Fair Work Act 2009* (Cth).

1.3.8. "NES" means National Employment Standards as set out in the FW Act.

1.3.9. "Union" means the Independent Education Union of Australia – Queensland and Northern Territory Branch.

1.3.10. A period of "service" by an employee with the Employer is a period during which the employee is employed by the Employer, but does not include any period of:

- a) unauthorised absence;
- b) unpaid leave; or
- c) unpaid authorised absence,

other than for community service leave, a stand down or any other period prescribed by the FW Act or *Fair Work Regulations 2009* (Cth). An excluded period does not break an employee's continuous service with the Employer but does not count towards the length of the employee's service.

1.4. Coverage

This Agreement will cover the Corporation of the Trustees of the Roman Catholic Archdiocese of Brisbane (Brisbane Catholic Education) and its employees who are employed as BCEO employees within the classifications of this Agreement, including those members of Religious Congregations who are specifically employed as an employee classified under this Agreement (the "parties" to the Agreement).

1.5. Access to the Agreement and the National Employment Standards

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

1.6. Relationship to industrial instruments

This Agreement applies to the exclusion of any applicable modern award or industrial instrument that may otherwise apply to current and future employees of the Employer.

1.7. Conditions not to be reduced

1.7.1. No employee will suffer a reduction in wages or conditions of employment (including entitlements in excess of the minimum prescribed in this Agreement) as a result of the introduction of this Agreement.

- 1.7.2. This Agreement will prevail over any contract of employment to the extent of any inconsistency.
- 1.7.3. For the purposes of this Agreement, “inconsistency” will mean that where the terms and conditions of this Agreement are more favourable than those contained in the contract of employment, then the terms and conditions of this Agreement will prevail. Conversely, when the terms and conditions of the contract of employment are more favourable than those contained in this Agreement, then the terms and conditions of the contract of employment will apply.
- 1.7.4. The provisions of the NES apply to employees covered by this Agreement and where there is any inconsistency between the NES and this Agreement, the more favourable term will prevail.

1.8. No further claims

- 1.8.1. There will be no further wage increases during the life of this Agreement other than those provided for in clause 4.
- 1.8.2. This Agreement constitutes a closed agreement in settlement of all 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.

1.9. Variation of this Agreement

- 1.9.1. This Agreement may be varied in circumstances where all of the parties genuinely agree that a variation is necessary in accordance with the FW Act.
- 1.9.2. Any agreed variation to this Agreement will be subject to the same consultation and approval process as that used for this Agreement.

1.10. Objectives of the Agreement

- 1.10.1. The Employer and employees acknowledge and agree to work towards the achievement of the Mission Statement and Goals for BCEO staff.
- 1.10.2. This Agreement provides a framework for the Employer and the employees to implement further a culture of mutual collaborative partnership within and across

the BCEO for the purpose of improving productivity, efficiency and more effective work practices.

1.10.3. The objectives of the Agreement are to develop a culture of workplace reform by:

- a) demonstrating a commitment to working as part of the Archdiocesan educational ministry;
- b) supporting the development of employees so that they give witness to the mission, values and goals of BCEO;
- c) improving the effectiveness of support services to schools and other agencies in contributing to the provision of quality teaching and learning;
- d) improving work practices to enhance the efficiency and productivity so that excellent service is provided;
- e) creating more effective management and resourcing processes which increase flexibility, responsiveness and professionalism;
- f) reflecting upon and initiating new ways of working;
- g) promoting a learning community by regularly reflecting on performance, goal setting and planning for professional development needs;
- h) providing benefits to employees through improved wages and conditions of service;
- i) developing and implementing collaborative and consultative decision making processes;
- j) ensuring that the BCEO is a supportive, caring, professional and safe working environment; and
- k) demonstrating a commitment to continual professional development and upgrading as required to maintain excellent work practices and performance.

1.11. Retention of existing fair-minded practices

1.11.1. The following statements of principles, rights and responsibilities are affirmed.

The statements reflect some of the elements of Church social teaching and are sourced from *Church in the Workplace (QCEC, 2006)*. The list is not exhaustive:

- a) employment in a Catholic school is a ministry of service to promote the development of community through quality teaching, sound administration and effective support services;

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

2. CONSULTATION AND DISPUTE RESOLUTION

2.1. Consultation arrangements

2.1.1. The parties to this Agreement are committed to co-operation and consultation as part of the climate and culture of Catholic education. The parties also accept that according to the authority and responsibility structure of BCEO, final decision making remains the prerogative of the Executive Director. However, in coming to

decisions, the Employer is committed to the process of consultation with employees.

2.1.2. BCEO has in place structures and may revise structures to facilitate consultation and to advise the Executive Director in decision making. These structures may include:

- a) regular meetings of employees, management and committees;
- b) an executive committee of senior staff;
- c) other committees or groups set up from time to time by the Executive Director for a special purpose; and
- d) various committees or officers appointed according to Government regulation (e.g. workplace health and safety).

2.1.3. The Staff Consultative Committee is also an important element in the consultative structure within BCEO. It provides a mechanism to ensure that all people affected have an opportunity to participate in the implementation and monitoring of the Agreement at the office level. Such an arrangement acknowledges the requirement for an atmosphere of mutual trust and co-operation.

2.1.4. The purpose of the Staff Consultative Committee is to:

- a) provide an environment for greater two-way communication between the Employer and the employees;
- b) provide advice on the priorities for the implementation of the Agreement;
- c) provide a forum in which employees participate in the implementation of the Agreement;
- d) address issues and provide advice to BCEO regarding matters arising from this Agreement; and
- e) provide the Employer with the opportunity to utilise employee knowledge and experience.

2.1.5. The Staff Consultative Committee will operate with the following functions:

- a) identify priorities for implementation of the Agreement; and
- b) oversee the implementation of the Agreement.

2.1.6. The Staff Consultative Committee will reflect the staffing structure of BCEO and would generally include:

- a) 2 people appointed by the Employer;
- b) 1 Union member elected by the IEUA-QNT Chapter;
- c) 3 members, with at least 1 elected from each of the following areas:
BCEO Level 1-4 and BCEO Level 5-9. Provided that staff may agree to an alternative structure as negotiated at the office level and referred to Union.

2.2. Consultation regarding major workplace change

(This clause is to be read in conjunction with clause 2.3 of this Agreement - Work impact statement)

2.2.1. This clause applies if the Employer:

- a) has made an in-principle decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on employees; or
- b) has made an in-principle proposal to introduce a change to the regular roster or ordinary hours of work of employees.

Major workplace change

2.2.2. For a major change referred to above the Employer must notify the relevant employees of the in-principle decision to introduce the major change.

2.2.3. The relevant employees may appoint a representative for the purposes of the procedures in this clause.

2.2.4. If a relevant employee(s) appoint a representative for the purposes of consultation and the employee(s) advise the Employer of the identity of the representative, the Employer must recognise the representative.

2.2.5. As soon as practicable after making an in-principle decision, the Employer must discuss with the relevant employees:

- a) the introduction of the change;
- b) the effect the change is likely to have on the employees; and
- c) measures the Employer is taking to avert or mitigate the adverse effect of the change on the employees.

2.2.6. For the purposes of the discussion the Employer will provide, in writing, to the relevant employees:

- a) all relevant information about the change including the nature of the change proposed;
- b) information about the expected effects of the change on the employees; and
- c) any other matters likely to affect the employees.

2.2.7. However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant employees.

2.2.8. The Employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.

2.2.9. If a term in this Agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the Employer, the requirements set out in paragraph 2.2.2, 2.2.3, 2.2.5 and 2.2.6 are taken not to apply.

2.2.10. Where major change results in changes to an employee's role and responsibilities, the employee or the employee's manager will be able to request a review of the position description. The following will also be considered:

- a) affected employees will be meaningfully consulted at the earliest possible stage when it is identified that their role may be subject to change;
- b) any proposed changes to position descriptions and/or duty statements will be the subject of discussion between the Employer and the employee;
- c) if an employee requires further training to fulfil the role, the Employer will offer such opportunities;
- d) employees will be provided with support, advice and assistance to facilitate the transition; and
- e) employees will not be subject to forced redeployment to a role that is substantially different to their contract of employment.

2.2.11. In this clause, a major change is "likely to have a significant effect on employees" if it results in:

- a) the termination of the employment of employees;
- b) major change to the composition, operation or size of the Employer's workforce or to the skills required of employees;
- c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure);

- d) the alteration of hours of work;
- e) the need to retrain employees;
- f) the need to relocate employees to another workplace; or
- g) the restructuring of jobs.

Change to regular roster or ordinary hours of work

2.2.12. For a change to regular roster or ordinary hours of work referred to at 2.2.1.b) above, the Employer must notify the relevant employees of the proposed change.

2.2.13. The relevant employees may appoint a representative for the purposes of the procedures in this clause. If a relevant employee(s) appoint a representative for the purposes of consultation and the employee(s) advise the Employer of the identity of the representative, the Employer must recognise the representative.

2.2.14. As soon as practicable after proposing to introduce the change, the Employer must discuss with the relevant employees the introduction of the change.

2.2.15. For the purposes of the discussion the Employer will provide to the relevant employees:

- a) all relevant information about the change, including the nature of the change;
- b) information about what the Employer reasonably believes will be the effects of the change on the employees; and
- c) information about any other matters that the Employer reasonably believes are likely to affect the employees.

2.2.16. However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant employees.

2.2.17. The Employer will invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

2.2.18. The Employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.

2.2.19. In this clause “relevant employees” means the employees who may be affected by a change referred to in 2.2.1.

2.3. Work impact assessment

- 2.3.1. Consideration will be given to the nature and implementation of changes that result from regulatory requirements and Employer initiatives.
- 2.3.2. Staff at the workplace level and at the system level will be involved in the process of identifying and clarifying the industrial implications of such changes.
- 2.3.3. Before and after any significant change is introduced, that proposed change will be subject to a work impact assessment. The work impact assessment will involve consultation with all employees potentially affected by the proposed change.
- 2.3.4. The following matters may be considered:
 - a) the Mission Statement of the Employer;
 - b) identification of the matters to be implemented;
 - c) the process of implementation;
 - d) clarification of the relevant structures to be implemented;
 - e) the resource support to be provided to staff. Consideration will be given to the planning, implementation and evaluation of the change when determining this support;
 - f) the timeframe for implementation;
 - g) the on-going role of staff in the process of implementation;
 - h) the structures and process by which relevant staff may acquire appropriate professional development, where necessary;
 - i) appropriate staffing formula;
 - j) identification of the short term and on-going impact on workload of the staff from the process of implementation; and
 - k) identification of the technology hardware, software and associated professional development needed to implement the change.
- 2.3.5. A work impact assessment process may continue throughout the implementation of the change and during review processes undertaken to assess the effectiveness of the change.

2.4. Procedure for preventing and settling disputes

- 2.4.1. The matters to be dealt with in this procedure will include all disputes between an employee and the Employer in respect to the NES, a matter arising under this Agreement or any other industrial matter. Such procedures will apply to a single employee or to any number of employees.
- 2.4.2. In the event of an employee having a dispute the employee will in the first instance attempt to resolve the matter with the immediate supervisor, who will respond to such request as soon as reasonably practicable under the circumstances. Where the dispute concerns alleged actions of the immediate supervisor the employee/s may bypass this level in the procedure.
- 2.4.3. An employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this clause.
- 2.4.4. If the dispute is not resolved under clause 2.4.2, the employee or the employee's representative may refer the matter to the next higher level of management for discussion. Such discussion should, if possible, take place within 24 hours after the request by the employee or the employee's representative.
- 2.4.5. If the dispute is still unresolved after discussions mentioned in clause 2.4.4, the matter will, in the case of a member of the Union, be reported to the relevant officer of the Union and the senior management of the Employer or the Employer's nominated industrial representative. An employee who is not a member of the Union may report the dispute to senior management or the nominated industrial representative. This should occur as soon as it is evident that discussions under clause 2.4.4 will not result in resolution of the dispute.
- 2.4.6. If, after discussion between the parties, or their nominees, the dispute remains unresolved after the parties have genuinely attempted to achieve a settlement thereof, then a party to the dispute may refer the matter to the Fair Work Commission.
- 2.4.7. The Fair Work Commission may deal with the dispute in 2 stages:
 - a) the Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
 - b) if the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:
 - i. arbitrate the dispute; and

- ii. make a determination that is binding on the parties.

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

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

2.4.9. While the parties are trying to resolve the dispute using the procedures in this clause:

- a) an employee must continue to perform their work as they would normally unless they have a reasonable concern about an imminent risk to their health or safety; and
- a) an employee must comply with a direction given by the Employer to perform other available work at the same workplace, or at another workplace, unless:
 - i. the work is not safe;
 - ii. applicable occupational health and safety legislation would not permit the work to be performed;
 - iii. the work is not appropriate for the employee to perform; or
 - iv. there are other reasonable grounds for the employee to refuse to comply with the direction.

2.4.10. The parties to the dispute will 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. The parties to the dispute agree to be bound by a decision made by Fair Work Commission in accordance with this clause.

2.4.11. Discussions at any stage of the procedure will 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 will be open to any party to give notification of the dispute in accordance with the provisions of this clause.

2.4.12. So as to remove doubt, the parties record that the reference to disputes in respect to this clause includes disputes in relation to whether the Employer had reasonable business grounds for refusing a request under the NES for flexible

working arrangements or an application to extend unpaid parental leave.

2.5. Agreement flexibility

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

- a) the 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;
- 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.

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

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

2.5.3. The Employer must ensure that the individual flexibility arrangement:

- a) is in writing;
- b) includes the name of the Employer and employee;
- 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;
- d) includes details of:
 - i. the terms of the Agreement that will be varied by the arrangement;
 - ii. how the arrangement will vary the effect of the terms;

- iii. how the employee will be better off overall in relation to the terms and conditions of their employment as a result of the arrangement; and
 - e) states the day on which the arrangement commences.
- 2.5.4. The Employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 2.5.5. The Employer or employee may terminate the individual flexibility arrangement:
- a) by giving no more than 28 days' written notice to the other party to the arrangement; or
 - b) if the Employer and employee agree in writing, at any time.

2.6. Equal employment opportunity

- 2.6.1. The Employer seeks to ensure that policies on recruitment and promotion provide equal opportunity for all employees. To this end all appointments and promotions will be based on merit, skills and qualifications.
- 2.6.2. Practices employed by BCEO will implement the intention and meet the requirements of the Catholic Education Council *Policy Statement - Equal Opportunity Policy* or BCEO Policy as amended from time to time.

3. TYPES OF EMPLOYMENT, HOURS OF WORK AND TERMINATION OF EMPLOYMENT

3.1. Terms of engagement

- 3.1.1 At the point of engagement, the Employer will provide the employee with a letter of employment which sets out the terms of engagement stating, including but not limited to the length of appointment, the position classification, the rate of salary as at appointment and other conditions of employment.
- 3.1.1. The Employer will provide the employee upon appointment with a position description which sets out key functions, result areas and responsibilities of that role. Managers will ensure that positions descriptions are current and reflect the contemporary duties required of the employee.
- 3.1.2. The Employer may direct an employee to carry out such duties that may be outside of their position description as may be required, provided that the employee is suitably qualified and trained to do.

3.2. Types of employment

- 3.2.1. Employees may be engaged on a full-time, part-time or on a casual basis.
- 3.2.2. Every employee will be advised in writing at the time of engagement whether employment is to be on a full-time, part-time or casual basis.
- 3.2.3. "Continuing employees" are those who have ongoing employment with the Employer, subject to termination of their employment pursuant to the unsatisfactory performance, misconduct, termination or redundancy provisions. A continuing employee may be employed on a full-time or part-time basis.
- 3.2.4. Employees whose positions are identified as continuing positions will be appointed to continuing status.

3.3. Fixed term contracts

- 3.3.1. The provisions of this clause will apply only to employees covered by this Agreement who do not hold or have a written guarantee of a continuing position with the Employer.
- 3.3.2. The Employer will employ an employee on a fixed term contract of employment only where the employee is appointed to cover an identifiable short term need.
- 3.3.3. An identifiable short term need could include:
 - a) projects;
 - b) short term funding;
 - c) fluctuating workloads;
 - d) filling the position of a specified employee who is on nominated leave or temporarily performing other duties; or
 - e) filling the position of an employee arising from a resignation, where such position is declared vacant and no suitable continuing employee is available.
- 3.3.4. Where the Employer employs an employee on a fixed term basis, the Employer will indicate in the employee's letter of appointment the identifiable short term need which the employee is appointed to fill. The letter of appointment will also contain the terms, conditions and specific duration (commencement and cessation dates) of the appointment.

- 3.3.5. A fixed term contract of employment will not be used as a probationary period.
- 3.3.6. Except as provided below, a fixed term employee will not be employed for a period in excess of 12 months. However, if the identifiable short-term need exists after the 12-month period, a further fixed term appointment (no longer than 12 months) may be agreed between the parties. Any agreement reached between the Employer and an employee as prescribed by this clause will be in writing and signed by both parties.
- 3.3.7. Where the Employer receives short term funding for a specific purpose/project and that funding covers a specified period which is in excess of 12 months then an employee may be appointed for that specified period of time.
- 3.3.8. Where an employee is provided with a period of parental leave in accordance with clause 5.7 of this Agreement which is in excess of 12 months then a replacement employee may be appointed on a fixed term contract for that specified period of time.
- 3.3.9. If there is a project that covers a specific period in excess of 12 months, then the employee may be appointed for that specified period of time.
- 3.3.10. Where an employee commences on a specified period of approved leave (paid and/or unpaid) which is in excess of 12 months then a replacement employee may be appointed on a fixed term contract for that specified period of time.
- 3.3.11. Where an employee is employed on a fixed term basis but they believe their employment is not consistent with any of the criteria listed at clause 3.3.3 or if they believe the criteria for their fixed term employment has changed they may apply to the Employer for continuing status.

Application procedure

- 3.3.12. Such written application will contain the original reason the employee was given for appointment (where known), information regarding any changed circumstances relevant to the application and the length of time employed on a fixed term contract.
- 3.3.13. The Employer will consider the written request for conversion to continuing status and notify the employee in writing of the decision within 1 month.
- 3.3.14. If after receiving the Employer's notification, the employee believes that their position has not been correctly designated, the employee may seek to resolve

the matter in accordance with the procedure for preventing and settling disputes contained at clause 2.4 of this Agreement. Employees may be assisted by a representative of their choice, including the Union.

3.3.15. Notwithstanding the above, fixed term employees are entitled to apply for any other continuing position advertised in accordance with the normal employment processes identified by the Employer.

3.3.16. 3-year fixed term positions for employees who do not have a guarantee of employment in the system beyond the contract period(s) will be reviewed within the last 6 months of the 3 years of employment in that position. Such review, which will be conducted by the relevant line manager, will determine whether the position will become a continuing position. These employees will be advised 3 months prior to the end of the contract as to whether the contract will be renewed.

3.4. Casual employment

3.4.1. "Casual employee" means an employee who is engaged by the hour and receives a casual loading in addition to the full-time hourly rate but does not receive full-time or part-time employment benefits such as paid annual and personal/carer's leave. A casual employee is appointed to a position which is classified as such.

3.4.2. The casual loading payable to relevant employees will be 25%.

3.4.3. Casual employees are entitled to a payment of a minimum of 2 hours per engagement.

3.4.4. A casual employee cannot be directed to perform duties in excess of those for which the employee is paid.

3.5. Hours of work

BCEO Level 1-4

3.5.1. For employees classified at BCEO Level 1-4, the ordinary hours of work will be an average of 38 per week over a 12-month period. The ordinary daily hours of work will be worked continuously, except for meal breaks and rest pauses.

3.5.2. Part-time employees will be employed for not less than 4 hours per shift and for not more than 37 hours per week.

- 3.5.3. The office opening hours are Monday to Friday, however the ordinary hours of work may be worked on not more than 5 consecutive days in a week from Monday to Saturday inclusive.
- 3.5.4. The ordinary hours of work may be worked between 6.30 am and 6.30 pm Monday to Friday inclusive and between 6.30 am and 12.30 pm on Saturdays.
- 3.5.5. Ordinary hours worked by all employees, excluding casuals, on a Saturday between the hours of 6.30 am and 12.30 pm will be paid for at time and a-quarter. However, there is no intention to introduce Saturday as part of the normal hours of business.
- 3.5.6. Any variation to the normal pattern of hours will be agreed to between the employee and the Employer in writing.
- 3.5.7. Employees required to work in excess of 38 hours in any one week or outside the spread of ordinary working hours will be paid at the relevant overtime rate.
- 3.5.8. Overtime will be paid for at the rate of time and a half for the first 3 hours and at the rate of double time for all work performed in excess of 3 hours on any one day.
- 3.5.9. An employee may elect, with the consent of the Employer, to take time off instead of payment for overtime that would otherwise be payable under this clause at a time(s) agreed with the Employer. Overtime taken as time off during ordinary time hours must be taken at the ordinary time rate that is an hour for each hour worked.
- 3.5.10. No employee will work overtime unless instructed to do so by the Employer.

BCEO Level 5-9

- 3.5.11. For employees classified at BCEO Level 5-9, their mode of work delivery and hours of work may vary depending on the demands of their position.
- 3.5.12. While office hours are from 8.30 am to 5.00 pm Monday to Friday inclusive, some out of hours' work may be required and flexibility is essential to satisfy the varying demands of an employee's position.

3.6. Meal breaks and rest pauses

- 3.6.1. Except where otherwise agreed between the Employer and an employee, all employees will be entitled to a minimum of 30 minutes and a maximum of 1 hour for a meal break.

3.6.2. Where practicable all employees will be entitled to a rest pause of not less than 10 minutes' duration in the first and second half of the day's work. Such rest pauses will be taken at such times as will not interfere with continuity of work where continuity is necessary.

3.7. Termination of employment

BCEO Level 1-4

3.7.1. The Employer may terminate an employee classified at BCEO Level 1-4 only if the employee has been given the following notice:

<i>Period of Continuous Service</i>	<i>Period of Notice</i>
Not more than 1 year	1 week
More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

3.7.2. In addition to the notice in clause 3.7.1 above, employees 45 years old or over and who have completed at least 2 years' continuous service with the Employer will be entitled to an additional 1 weeks' notice.

3.7.3. The notice of termination required to be given by an employee to the Employer will be 1 week.

3.7.4. In the event of termination, the Employer will provide to the employee upon request a statement of service outlining the period of employment and the position of the employee.

BCEO Level 5-9

3.7.5. For employees who are classified at BCEO Level 5-9, excepting where otherwise agreed, notice of 1 month will be given by either party on the termination of employment.

3.7.6. In addition, employees 45 years old or over and who have completed at least 2 years' continuous service with the Employer will be entitled to an additional 1 weeks' notice.

All BCEO employees

- 3.7.7. Payment in lieu of notice will be made if the appropriate notice is not given, provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.
- 3.7.8. In calculating any payment in lieu of notice the minimum compensation payable to an employee will be at least the total of the amounts the Employer would have been liable to pay the employee if the employee's employment had continued until the end of the required notice period. The total must be worked out on the basis of:
- a) the ordinary working hours to be worked by the employee;
 - b) the amounts payable to the employee for the hours including for example allowances, loadings and penalties; and
 - c) any other amounts payable under the employee's employment contract.
- 3.7.9. The period of notice in this clause will not apply in the case of dismissal for serious misconduct or other grounds that justify instant dismissal, or in the case of a casual employee, or an employee engaged by the hour or day, or an employee engaged for a specific period or tasks.
- 3.7.10. During the period of notice of termination given by the Employer, an employee will be allowed up to 1 days' time off without loss of pay for the purpose of seeking other employment. This time off will be taken at times that are convenient to the employee after consultation with the Employer.
- 3.7.11. "Serious misconduct" includes but is not limited to:
- a) wilful or deliberate behaviour by an employee that is inconsistent with the continuation of the contract of employment;
 - b) conduct that causes serious and imminent risk to the health and safety of a person, or the reputation, viability or profitability of the Employer's organisation;
 - c) theft, fraud, workplace bullying, sexual harassment or assault;
 - d) the employee being intoxicated (alcohol or drugs, other than prescribed drugs) at work; and
 - e) the employee refusing to carry out a lawful and reasonable instruction that is consistent with the employee's contract of employment.

3.7.12. A termination payment to an employee will be paid through an employee's existing banking arrangements by no later than the date of the next full pay period after termination.

3.8. Redundancy

Consultation before terminations

3.8.1. Where the Employer decides that the Employer no longer wishes the job the employee has been doing to be done by anyone, and this is not due to the ordinary and customary turnover of labour, and that decision may lead to termination of employment, the Employer will consult the employee directly affected and where relevant, their union(s).

3.8.2. The consultation will take place as soon as it is practicable after the Employer has made a decision, which will invoke the provisions of clause 3.8.1 and will cover the reasons for the proposed terminations, measures to avoid or minimise the terminations and/or their adverse effects on the employees concerned.

3.8.3. For the purpose of the consultation the Employer will, as soon as practicable, provide in writing to the employees concerned and, where relevant, their union(s), all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of employees likely to be affected, the number of workers normally employed and the period over which the terminations are likely to be carried out. However, the Employer will not be required to disclose confidential information which would be adverse to the Employer's interests.

Transfer to lower paid duties

3.8.4. Where an employee is transferred to lower paid duties for reasons set out in clause 3.8.1, the employee will be entitled to the same period of notice of transfer as the employee would have been entitled to if the employee's employment had been terminated under this clause.

Payment in lieu of notice

3.8.5. The Employer may, at the Employer's option, make payment in lieu thereof of an amount equal to the difference between the former amounts the Employer would have been liable to pay and the new lower amount the Employer is liable to pay the employee for the number of weeks of notice still owing. The amounts must be worked out on the basis of:

- a) the ordinary working hours to be worked by the employee;
- b) the amounts payable to the employee for the hours including for example, allowances, loadings and penalties; and
- c) any other amounts payable under the employee's contract of employment.

Time off during notice period

3.8.6. Where a decision has been made to terminate an employee in the circumstances outlined in clause 3.8.1, the employee will be allowed up to 1 days' time off without loss of pay during each week of notice for the purpose of seeking other employment.

3.8.7. If the employee has been allowed paid leave for more than 1 day during the notice period for the purpose of seeking other employment, the employee will, at the request of the Employer, be required to produce proof of attendance at an interview or the employee will not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.

Notice to Centrelink

3.8.8. Where a decision has been made to terminate 15 or more employees in the circumstances outlined in clause 3.8.1, the Employer will notify Centrelink as soon as possible giving the name of the Employer, the number of affected employees and employment types.

Redundancy pay

3.8.9. In addition to the period of notice prescribed for ordinary termination in clause 3.7, and subject to further order of the Fair Work Commission, an employee whose employment is terminated for reasons set out in clause 3.8.1, will be entitled to the following amounts of redundancy pay:

<i>Period of Continuous Service</i>	<i>Redundancy Pay (weeks' pay)</i>
Less than 1 year	nil
At least 1 year but less than 2 years	4
At least 2 years but less than 3 years	6
At least 3 years but less than 4 years	7
At least 4 years but less than 5 years	8

At least 5 years but less than 6 years	10
At least 6 years but less than 7 years	11
At least 7 years but less than 8 years	13
At least 8 years but less than 9 years	14
At least 9 years	16

3.8.10. "Weeks' pay" means the ordinary time rate of pay for the employee, provided that the following amounts are excluded from the calculation of the ordinary time rate of pay: overtime, penalty rates, special rates, allowances and any other ancillary payments.

Employee leaving during notice period

3.8.11. An employee whose employment is terminated for reasons set out in clause 3.8.1, may terminate such employment during the period of notice, and, if so, will be entitled to the same benefits and payments under this clause had such employee remained with the Employer until the expiry of such notice. Provided that, in such circumstances the employee will not be entitled to payment in lieu of notice.

Alternative employment

3.8.12. The Employer, in a particular case, may make application to the Fair Work Commission to have the redundancy pay prescription amended if the Employer obtains acceptable alternative employment for an employee.

Employees exempted

3.8.13. Clause 3.8 will not apply:

- a) where employment is terminated as a consequence of serious misconduct;
- b) to employees engaged for a fixed term period;
- c) to employees with less than 12 months' service; or
- d) to casual employees.

4. WAGES AND RELATED MATTERS

4.1. One-off Payment

4.1.1. The Employer will pay a one-off payment of \$500 (the payment) to eligible employees in recognition of the nominal expiry date of 30 June 2023 of this Agreement.

4.1.2. The payment will be made to eligible employees (pro-rata for part-time and casual employees) in the first full pay period following the date this Agreement comes into operation (refer clause 1.2. Commencement Date).

4.1.3. The payment will be made to the following eligible employees:

- a) continuing and fixed-term employees employed as at the date this Agreement comes into operation;
- b) employees on paid leave as at the date this Agreement comes into operation; and
- c) casual employees who satisfy the following:
 - i. worked a minimum of 100 days in the 12 months prior to the date this Agreement comes into operation; and
 - ii. at least one of those days was worked in the 3 months prior to the date this Agreement comes into operation.

4.1.4. The payment will not be made to the following employees:

- a) employees paid in excess of the equivalent rate of a BCEO Level 7 Step 1 on the date this Agreement comes into operation;
- b) casual employees who do not satisfy clause 4.1.3. (c); and
- c) employees who are on unpaid leave as follows:
 - i. on the date this Agreement comes into operation; and
 - ii. for more than 2 weeks prior to that date.

4.1.5. The payment will be paid on a proportionate basis as follows:

- a) for part-time employees, a pro rata amount based on their full-time equivalent (FTE) employment status on the date this Agreement comes into operation;

- b) for casual employees, a pro rata amount based on the average hours of work in the 12 months prior to the date this Agreement comes into operation compared to a full-time employee.

4.2. Salaries

- 4.2.1. BCEO employees will be paid in accordance with the salary scale outlined in Schedule 1.

4.3. Salary increases

- 4.3.1. Employees covered by this Agreement will be paid an increase in accordance with the BCEO salary scale outlined in Schedule 1.

- 4.3.2. The salary increases are as follows:

- a) 2.5% (or a flat dollar increase of \$26.27 per week, whichever is the greater) of the applicable salary from 1 July 2019;
- b) 2.5% (or a flat dollar increase of \$26.93 per week, whichever is the greater) from the first full pay period on or after 1 July 2020;
- c) 2.5% (or a flat dollar increase of \$27.60 per week, whichever is the greater) from the first full pay period on or after 1 July 2021; and
- d) from the first full pay period on or after 1 July 2022, a further wage increase that will be the same headline percentage wage increase paid to teachers employed by the Queensland Department of Education from 1 July 2022 as referred in clause 4.2.1(a)(iv) of the *Catholic Employing Authorities Single Enterprise Collective Agreement Diocesan Schools Queensland 2019-2023* (or a flat dollar increase equivalent to that percentage increase applied to the School Officer classification Level 3 Step 1 outlined in Schedule 1 – S1.5 of the *Catholic Employing Authorities Single Enterprise Collective Agreement Diocesan Schools Queensland 2019-2023*, whichever is the greater).

4.4. Payment of salaries

- 4.4.1. Except in circumstances where the Employer elects to pay a leave period as a lump sum in advance, an employee will be paid fortnightly by electronic funds transfer to credit an account(s) nominated by the employee.

- 4.4.2. Employees have access to payslips and leave balances online through Web Self Service. Leave balances available online are to be used as a guide only.
- 4.4.3. The Employer will respond to employee requests for leave accrual information within 21 days of receipt of the request.

4.5. Overpayments

Current employees

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

At date of termination

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

- 4.5.6. This sub-clause will not apply where an earlier resignation date is mutually agreed between the employee and Employer.
- 4.5.7. The Employer is also required to provide the employee payment in lieu of notice if the appropriate notice is not given, provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.

4.6. Superannuation

- 4.6.1. The Employer recognises that an increased Employer contribution combined with an employee co-payment, delivers a substantial benefit to the employee's superannuation savings.
- 4.6.2. The parties recognise that any additional superannuation contribution from employees is a matter of employee choice within the options available. The payment to be made by the Employer will be subsumed into any payment mandated by superannuation guarantee charge legislation, if any such payment is mandated.
- 4.6.3. Employees will receive a minimum level of superannuation consistent with existing contractual arrangements that apply.
- 4.6.4. The Employer will make available to all employees, an option of a 10.75% superannuation Employer contribution inclusive of the superannuation guarantee contribution with a co-payment of 3% as the minimum employee contribution.
- 4.6.5. The Employer will also make available to all employees covered by this Agreement the following options:
- a) a superannuation Employer contribution of 11.75% inclusive of the superannuation guarantee contribution, with a co-payment of 4% as the minimum employee contribution; and
 - b) a superannuation Employer contribution of 12.75% inclusive of the superannuation guarantee contribution, with a co-payment of 5% as the minimum employee contribution.
- 4.6.6. An employee's voluntary superannuation co-payment may be made before tax in accordance with the salary packaging provisions.
- 4.6.7. Where an employee 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 employee within 14 days of the end of each month.

4.7. Salary packaging

- 4.7.1. Employees will have the option of entering into a salary packaging arrangement. A salary packaging arrangement may be entered into by mutual agreement between the individual employee and the Employer. In such circumstances the value of the salary prior to packaging, excluding compulsory Employer superannuation payments, will not be less than the rates identified in this Agreement.
- 4.7.2. The employee does not pay income tax on the non-cash benefits within the package, but will package an amount equivalent to any and every amount of the liability under current fringe benefits taxation incurred by the Employer for the benefits provided to the employee. All regulations set down by ATO will be followed by the Employer.
- 4.7.3. The parties agree to review this process if and when there is significant change to existing tax laws.
- 4.7.4. The employee may change the election of benefits prior to the commencement of each school year. The composition of the package can be altered without affecting the other terms of the contract of employment as an employee.

4.8. Classification of positions

- 4.8.1. All positions within BCEO are classified by the Employer in accordance with the Cullen Egan and Dell (CED) Job evaluation methodology (also known as the Mercer CED job evaluation system). Employees will be appointed to the level within the BCEO salary scale in accordance with the outcome of the assessment.
- 4.8.2. BCEO Classification Level Descriptors, as outlined in Schedule 2, support the classification process and provide some broad, but not definitive indicators i.e. they are to be used as a guide only.

4.9. Increments

- 4.9.1. Once appointed to a level within the salary scale as outlined in Schedule 1, a BCEO employee will progress, subject to satisfactory performance and the

equivalent of 1 years' service, by increments through the steps of that particular level.

- 4.9.2. For the purposes of establishing the entitlement of an employee to the next pay increment, 1 years' service will constitute 1976 hours of duty.
- 4.9.3. An employee may be appointed to a position which has been classified at a higher level in terms of work value points and salary without having progressed through all steps within a lower level.
- 4.9.4. Progression from one level to a higher level is either by appointment to such higher level as a result of a vacancy at that level or through a position being reclassified in accordance with clause 4.9.

4.10. Reclassification

- 4.10.1. An employee may request a reclassification of their position. Such a request may be made in relation to the classification level of an existing position or where the classification level of a position has been changed. Except in exceptional circumstances no employee will be permitted to seek a reclassification of their position on more than one occasion in a 12-month period.
- 4.10.2. The employee will make any such request for reclassification, in writing, to the Employer.
- 4.10.3. The Employer will consider the request for reclassification by initiating a work value analysis/classification of the position. The employee will be provided with the position description upon which the classification will be assessed. The Employer will notify the employee in writing within sixty (60) calendar days of the employee submitting the request for reclassification of the decision regarding the employee's request for reclassification and the date of effect of any reclassification.
- 4.10.4. If after receiving the Employer's notification, the employee believes that their position has not been classified at the correct level, the employee may apply for a review of that decision. In this case the employee will make written application for a review of classification to the Employer.
- 4.10.5. The Employer will initiate a review of the reclassification process and its outcome. Such review will be undertaken by personnel not involved in the original (originating) request for reclassification.

4.10.6. Should the matter remain unresolved after the Employer's review of the reclassification process and its outcome, then the employee may refer the matter to the Fair Work Commission in the terms of the dispute resolution clause of this Agreement.

4.10.7. Should the Employer require that a position be reclassified during the term of engagement of an employee occupying that position, the employee will not be disadvantaged by the outcomes of such reclassification. The employee concerned will be afforded all rights and entitlements in accordance with their contract of employment, the provisions of the FW Act, procedural fairness and the provisions of this Agreement.

4.11. Project, acting position and higher duties allowance

BCEO Level 1-4

4.11.1. For an employee classified at BCEO Level 1-4, where the Employer requires the employee to undertake responsibilities, or to exercise skills, at a level higher than the employee's classified position for purposes where:

- a) they are undertaking a designated special project;
- b) such responsibilities or skills are not of such a substantive nature as to affect the classification level of the employee's position;
- c) the special project will only be for a fixed period of time, being at least 1 week; and
- d) it will not be on-going or indefinite in nature,

the employee will be paid the weekly special project allowance as per Schedule 1 of this Agreement.

4.11.2. The Employer may require an employee to act temporarily in a position which has a classification higher than the employee's current classification level. Where the employee is appointed to act for more than 1 week, the employee will be paid at the first incremental point of the higher classification level for the whole period of the appointment.

BCEO Level 5-9

4.11.3. Employees classified at BCEO Level 5-9 who are appointed for 4 consecutive weeks or more to undertake the full duties and responsibilities of a position which

is classified at a higher level in accordance with the salary scale set out in Schedule 1, will receive the salary appropriate to that position.

4.11.4. Provided that the employee who is carrying out the higher duties will be paid at the pay point appropriate to the acting position which is equal to or greater than the employee's current rate of remuneration.

4.12. Travel allowance and use of own motor vehicle

4.12.1. Where an employee is required to travel in the course of employment, the Employer will meet all reasonable costs associated with that travel in accordance with the provisions of the *BCE Travel Policy* as amended from time to time.

4.12.2. Where an employee is required to use their own motor vehicle on the Employer's business, the employee will be paid such allowances that will compensate for the use of the vehicle as mutually agreed upon between the Employer and the employee. The allowance will not be less than the ATO rates.

4.13. Annual goal setting and performance review

Each employee will undertake a process of annual goal setting and performance review in accordance with BCE performance planning process and tools as amended from time to time.

5. LEAVE

5.1. Annual leave

5.1.1. Every full-time employee will become entitled to not less than 20 days' annual leave for each completed year of employment with the Employer in accordance with the NES.

5.1.2. Part-time employees are entitled to annual leave on a pro rata basis.

5.1.3. In respect to annual leave entitlements to which this clause applies, payment for annual leave will be calculated as follows:

- a) the employee's ordinary weekly salary rate as prescribed by the Agreement for the period of annual leave; and
- b) a further amount calculated at the rate of 17.5% of the amounts referred to in clause 5.1.3a).

- 5.1.4. Annual leave loading for an employee will be paid at the time of taking annual leave except where an employee has an existing salary packaging arrangement where the loading may be paid fortnightly.
- 5.1.5. The Employer reserves the right to direct all employees to take annual leave to facilitate the Christmas shutdown period. The Employer will advise staff of such a direction at least 1 month in advance of the requirement to take leave. Where an employee does not have sufficient annual leave credit to take paid annual leave the employee may take other leave accruals or annual leave in advance.
- 5.1.6. An employee may apply to the Employer in writing to cash out a proportion of their accrued annual leave instead of taking this leave provided that:
- a) at least 4 weeks' accrued annual leave must be retained at any point of time;
 - b) cashing out of annual leave may only occur once in any a calendar year; and
 - c) the notice period required to cash out some annual leave only is a minimum of 4 weeks (or less by mutual agreement with the Employer).
- 5.1.7. Where an employee has accrued in excess of 2 years (i.e. 8 weeks) worth of annual leave, the Employer may require the employee to take the excess leave. Where the employee and Employer cannot agree on a time and period to take the leave, the Employer can direct the employee with 2 months' notice.
- 5.1.8. Employees who are engaged on a casual basis are not entitled to accrue or receive annual leave.

5.2. Personal/carer's leave

Accrual of personal/carer's leave

- 5.2.1. Full-time employees are entitled to personal/carer's leave accrual at the rate of 10 days per year in accordance with the NES.
- 5.2.2. Part-time employees are entitled to personal/carer's leave on a pro rata basis.
- 5.2.3. An employee engaged on a casual basis does not accrue and is not entitled to paid personal/carer's leave.

Use of personal/carer's leave

- 5.2.4. Personal/carer's leave may be taken either as personal sick leave or as carer's leave. Carer's leave is where an employee needs to provide care or support to a

member of the employee's immediate family or household who requires care or support because of a personal illness, injury or an unexpected emergency.

- 5.2.5. If the absence exceeds 2 days, the employee will be required to produce a certificate from a medical practitioner specifying the period or approximate period during which the employee will be unable to work, or other evidence of the need to take personal/carer's leave to the satisfaction of the Employer.
- 5.2.6. Employees are required to promptly notify the Employer of the incapacity to attend work, the nature of the incapacity and the estimated duration of the absence.
- 5.2.7. An employee, including a casual employee is entitled to 2 days' unpaid carer's leave for each permissible occasion where an employee needs to provide care or support to a member of the employee's immediate family or household and where, in the case of a full-time or part-time employee, the employee's paid personal/carer's leave entitlement has been exhausted.

Access to unpaid leave – terminally ill member of family or household

- 5.2.8. Employees are entitled to access a further 3 months of unpaid leave to care and support a terminally ill member of the family or household if necessary.
- 5.2.9. The Employer may request a doctor's certificate or other evidence indicating the terminal nature of the illness.

Access to leave – emotional recovery

- 5.2.10. An employee may access paid personal/carer's leave for periods of their emotional recovery following a traumatic event such as the death of either a member of their immediate family or member of their household. This leave will be deducted from accrued personal/carer's leave.
- 5.2.11. The Employer may request a doctor's certificate or other evidence indicating the nature of the illness or confirming the need for emotional recovery.
- 5.2.12. This type of leave may also be accessed as leave without pay or other types of leave i.e. annual leave or long service leave. Any request will be based on the particular circumstances and will be applied for and considered in accordance with the relevant provisions for such leave.

Personal/carer's leave portability

- 5.2.13. There will be portability of personal/carer's leave among all Queensland Catholic education employing authorities conditional upon the following:

- a) there must be continuity of service between the Catholic education employing authorities;
- b) for Catholic Diocesan Education Offices, the Queensland Catholic Education Commission and systemic Catholic schools, personal/carer's leave accruals as at 1 January 2002 and subsequent service will be portable; and
- c) for other Queensland Catholic education employing authorities personal/carer's leave which accrues after 9 December 2003 will be portable.

5.3. Health check leave

The parties recognise the importance of employees maintaining healthy lifestyles and regular health check-ups. The Employer agrees that employees with 40 or more days of accumulated personal/carer's leave will be entitled to use 1 day per annum of this accumulated personal/carer's leave to obtain medical advice and/or treatment of a preventative nature. The employee will, where practicable, give the Employer 2 weeks' notice prior to taking health check leave.

5.4. Compassionate leave

5.4.1. An employee, other than a casual employee, is entitled to:

- a) at least 3 days' compassionate leave on full pay where a member of the person's immediate family or household dies or suffers a life-threatening illness or injury; and
- b) if the employee reasonably requires extra time to travel to and from the funeral or other ceremony for the death, an amount of unpaid compassionate leave equal to the time reasonably required for the travel.

5.4.2. A casual employee is entitled to:

- a) at least 3 days' unpaid compassionate leave where a member of the person's immediate family or household dies or suffers a life-threatening illness or injury; and
- b) if the employee reasonably requires extra time to travel to and from the funeral or other ceremony for the death, an amount of unpaid compassionate leave equal to the time reasonably required for the travel.

- 5.4.3. The employee may be required to give the Employer evidence of the death or life-threatening illness or injury the Employer reasonably requires.
- 5.4.4. An employee may take additional leave as unpaid compassionate leave if the Employer agrees.
- 5.4.5. The Employer must not fail to re-engage a casual employee only because the casual employee has taken compassionate leave under this section. However, the rights of the Employer not to re-engage a casual employee are not otherwise affected.

5.5. Long service leave

- 5.5.1. Employees are entitled to access their accrued long service leave after completing 7 years' continuous service. An employee is entitled to access subsequent accrued long service leave where that employee has an entitlement of 4 weeks or more.
- 5.5.2. The Employer and employee will seek to reach agreement on the taking of long service leave at a mutually convenient time.
- 5.5.3. An employee who has completed at least 7 years' continuous service is entitled to a proportionate payment for long service leave on the termination of the employee's service.
- 5.5.4. The minimum period of leave that may be taken by an employee is 1 week. In some clearly identified and demonstrated exceptional circumstances the Employer may approve an application for a period less than 1 week, but not less than 1 day. For leave of 1 week or less the employee must provide the Employer with notice as soon as practicable. Such notice will normally be provided not less than 4 weeks prior to the proposed date for the commencement of the leave.
- 5.5.5. Except as provided by clause 5.5.4, an employee will make an application to take long service leave by giving at least 20 weeks' notice prior to the commencement of the period of leave for which application is made.
- 5.5.6. Any period of long service leave taken by an employee is exclusive of any public holidays.
- 5.5.7. An employee may request to have a period of long service leave re-credited and personal/carer's leave used for a period of illness whilst on long service leave.

- 5.5.8. An employee is entitled to have the period of long service leave re-credited where the period of illness/injury is 1 calendar week or more and the request is accompanied by a medical certificate.
- 5.5.9. When an employee has a period of long service leave re-credited as provided in clause 5.5.8, the actual period of absence from work will not normally be extended.
- 5.5.10. 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.
- 5.5.11. Accrued long service leave may be accessed at half pay. In such circumstances the employee will be entitled to double the period of leave which would otherwise be applicable.
- 5.5.12. The period of long service leave at half pay will be paid for at half the rate which would have been applicable if the employee was not accessing long service leave at half pay.
- 5.5.13. Where an employee accesses long service leave at half pay that employee will accrue all leave entitlements on a pro rata basis.
- 5.5.14. Where an employee 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 employee consistent with current salary packaging arrangements.
- 5.5.15. A period of long service leave at half pay will be exclusive of public holidays. A public holiday occurring during a period of long service leave at half pay, and which falls on a day on which the subject employee would otherwise work, will be paid for at half the rate which would have been applicable if the employee was not accessing long service leave at half pay.
- 5.5.16. Where an employee on a period of long service leave at half pay becomes ill/injured during such period, the provisions of this clause will apply, except that:
- a) the period of personal/carer's leave will be paid for at half the rate which would have been applicable if the employee was not accessing long service leave at half pay;

- b) the quantum of long service leave re-credited to the employee will be half that which would have been applicable if the employee was not accessing long service leave at half pay; and
- c) the quantum of personal/carer's leave debited from the employee's personal/carer's leave accruals will be half that which would have been applicable if the employee was not accessing long service leave at half pay.

Portability of long service leave

5.5.17. Service for long service leave accruals with other Queensland Catholic education employing authorities will be portable provided that:

- a) all service with the employee's employer on and after 1 January 2004 will be portable;
- b) all service for the purposes of long service leave accruals, with any Queensland Catholic education employer in Queensland after 1 January 1994 will be portable; and
- c) there must be continuity of service between Queensland Catholic education employing authorities.

Cashing out long service leave

5.4.1 Employees who are eligible to access their accruals of long service leave (i.e. 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:

- d) at least 5 weeks accrued long service leave must be retained at any point of time to use as long service leave;
- e) the employee may apply to combine the cash out of some long service leave with the taking of some long service leave. In this case, the time taken in long service leave may be deducted from the minimum retained 5 weeks' leave. For example, 13 weeks accrued long service leave may be taken as 8 weeks cashed out, 3 weeks' leave actually taken and 2 weeks' long service leave retained for another time;
- f) cashing out of long service leave may only occur once in any 5-year period;
- g) 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);
- h) the employee seeks independent financial advice prior to making application to cash out their long service leave; and

- i) the existing arrangements for making application for long service leave would continue in the present form.

5.6. Continuity of service for annual, personal/carer's and long service leave

5.6.1. The continuity of employment for annual, personal/carer's and long service leave accumulation purposes will be deemed to be not broken by any of the following:

- a) absence from work on leave granted by the Employer; or
- b) the employee having been stood down by the Employer, or termination for any period not exceeding 3 months,

provided that the employee will have been re-employed by the Employer.

5.6.2. The period during which the employment of the employee with the Employer will have been interrupted or determined in any of the above circumstances will not be taken into account in calculating the period of employment of the employee with the Employer.

5.6.3. A casual employee who has not worked for greater than 3 months is considered to have broken their service.

5.7. Parental leave

Paid Parental Leave

5.7.1. Eligible employees are entitled to a paid component of parental leave. An employee is eligible for paid parental leave (**PPL**) if they:

- a) have at least one (1) year's continuous service with the Employer;
- b) comply with either clause 5.7.3 (a), (b) or (c); and
- c) have complied with relevant notice and evidence requirements for taking parental leave unless the non-compliance was caused by:
 - (i) the child being born, or the pregnancy otherwise terminating, before the expected date of birth; or
 - (ii) the child being placed for adoption before the expected day of placement; or
 - (iii) another reason that was reasonable in the circumstances and the employee has given the Employer:

- (A) notice as soon as reasonably practicable; and
- (B) evidence supporting the reason for non-compliance that would satisfy a reasonable person in the circumstances.

5.7.2. In this clause (clause 5.7):

- a) “child” for the purposes of clause 5.7.3 (adoption) means a child under the age of five (5) years at the date of placement, but does not include a child who:
 - (i) has lived continuously with the employee for a period of at least six (6) months; or
 - (ii) is the child or stepchild of the employee or employee’s spouse.
- b) “full pay” means the normal average weekly earnings for the six (6) weeks immediately preceding the date upon which the employee commenced parental leave.
- c) “PPL” means paid parental leave; and
- d) “primary carer” means the person who assumes the principal role of providing care and attention to a child.

5.7.3. Eligible continuing employees are entitled to PPL as follows:

- a) a female employee who is giving birth to a child and remains the primary carer of the child is entitled to up to 14 (fourteen) weeks PPL on full pay;
- b) an employee who has adopted a child and remains the primary carer of the child is entitled to up to 14 (fourteen) weeks PPL on full pay from the date of placement;
- c) an employee who is the:
 - (i) spouse of a mother who has given birth to their child; and
 - (ii) primary carer of the child for at least five (5) consecutive working days within the first fourteen (14) weeks immediately following the birth of the child;

is entitled to PPL on full pay for that period.

5.7.4. Where both spouses:

- a) are employed by Employer covered by either this Agreement or the *Catholic Employing Authorities Single Enterprise Collective Agreement – Religious*

Institute Schools of Queensland 2019-2023 (or any enterprise agreement that replaces, or is replaced by that agreement); and

- b) would otherwise comply with clauses 5.7.3 (a) and (c);

the entitlement for PPL is up to 14 (fourteen) weeks between them.

For example, an employee of the Employer is pregnant and has applied for parental leave to commence 6 weeks before the date of birth. That employee then returns to work 6 weeks after giving birth. At this time, that employee's spouse, who is employed by a Religious Institute School employer, becomes the primary carer of the child for the next 8 weeks (i.e. up to the end of the first 14 weeks immediately following the birth). The employee who gave birth receives 12 weeks PPL (pursuant to this Agreement), while the spouse would be entitled to two (2) weeks PPL (i.e. a maximum of 14 weeks PPL between them).

For the avoidance of doubt, it is recorded that PPL is exclusive of paid spousal leave – non-primary carer. Consequently, the spouse is entitled to: two weeks spousal leave at the time of the birth (clause 5.7.10); and two (2) weeks PPL after the employee who gave birth returns to work.

5.7.5. PPL is:

- a) taken at the commencement of parental leave as one unbroken period and cannot be broken into smaller periods of leave;
- b) counted as service for all purposes with superannuation and all other employee entitlements continuing to accrue during the leave;
- c) inclusive of public holidays which may fall during the period of leave;
- d) accessed prior to any annual leave or long service leave that the employee may wish to apply for;
- e) not to be substituted by paid personal leave; and
- f) not diminished by any federal government's legislative paid parental leave scheme that is implemented consistent with that legislation.

5.7.6. Subsequent eligibility for PPL (e.g. pregnancy) while on leave:

- a) an employee who:
 - (i) is already on parental leave; and

(ii) subsequently becomes eligible to receive PPL in accordance with 5.7.1 (eligible employees), will be entitled to subsequent period(s) of PPL without any requirement to first return to work.

b) An employee on extended leave without pay (other than parental leave) is not entitled to PPL.

5.7.7. PPL – Half pay:

a) Where an employee is entitled to PPL and elects to access this entitlement at half pay, the following applies:

(i) the employee will be entitled to double the period of leave which would otherwise be applicable;

(ii) the period of PPL at half pay will be paid for at half the rate which would have been applicable if the employee were not accessing PPL at half pay;

(iii) where an employee accesses PPL at half pay, the employee's current ordinary hours will be deemed to be halved and all leave entitlements will accrue on a pro rata basis;

(iv) a period of PPL at half pay will be inclusive of public holidays and where a public holiday falls:

(A) during a period of PPL at half pay; and

(B) on a day on which the subject employee would otherwise work, the employee will be paid for the public holiday at half the rate which would have been applicable if the employee were not accessing PPL at half pay.

b) An employee on PPL pursuant to clause 5.7.3 (c) (a spouse who is the primary carer of the child) is not entitled to apply for PPL at half pay.

5.7.8. PPL – Fixed-term employees:

a) Fixed-term employees are eligible for PPL on the same basis as continuing employees.

b) Notwithstanding paragraph (a) above, where the employee's contract comes to an end before the expiration of the period of PPL, the employee will be entitled to receive payment only up until the conclusion of the fixed-term contract.

- c) Where a fixed-term employee secures a further contract, and that further contract commences within three (3) months of the expiry of the preceding contract, any period of PPL that would have been forfeited as a result of the expiry of the preceding contract can be accessed from the date of commencement of the new contract of employment.

5.7.9. Payment of PPL:

- a) The employee may request, and the Employer may agree, that the payment for PPL be made in advance at the time of commencing such leave. Where agreement is not reached, the employee shall be paid in accordance with the normal fortnightly pay cycle.
- b) Where an employee has received payment in advance for the period of PPL at the time of commencing leave, and the pregnancy subsequently results in a miscarriage or stillbirth, the employee shall be entitled to retain such payment, subject to the employee remaining on leave for a minimum of fourteen (14) weeks.
- c) Where an employee is paid in accordance with the normal fortnightly pay cycle, and the pregnancy subsequently results in a miscarriage or a still birth, the employee shall be entitled to remain on PPL for the fourteen (14) week period.

5.7.10. Paid spousal leave - non-primary carer:

- a) An employee is entitled to ten (10) days (pro rata for part-time employees) paid leave in connection with the birth or adoption of child/children for whom the employee will have responsibility as follows:
 - (i) this leave is a separate entitlement to personal/carer's leave and shall not be deducted from the employee's accrued personal leave.
For example, a full-time employee is entitled to ten (10) days paid leave from the workplace (that is, a fortnight's full-time wage payment) in connection with the birth or adoption of their child.
 - (ii) subject to paragraphs (iii) to (v) below, the employee can nominate when they will take this leave;
 - (iii) the period of leave nominated by the employee will be taken within one month of the confinement or adoption, however, in cases of demonstrated need (for example, travel to a birthing facility or caring for other children where complete bed rest for pregnant partner is

prescribed) this leave may be accessed prior to confinement or adoption;

- (iv) the employee must comply with the notice requirements identified in paragraph (b) below;
 - (v) the employee must, if requested, participate in discussions with the Employer regarding reasonable operational requirements;
 - (vi) this period of leave is inclusive of public holidays which may fall during the leave; and
 - (vii) an employee will not be required to provide a medical certificate to support such leave.
- b) To be entitled to the leave (paid spousal leave – non-primary carer) provided at paragraph (a) above, an employee must comply with the notice requirements identified in clause 5.7.11 (h).
- c) Employees who are the primary care givers and have accessed PPL in accordance with clause 5.7.3 (b) or (c) within one month of the birth or adoption are eligible for paid spousal leave pursuant to this clause only for the period within that first month that was not PPL.

For example, a spouse accessed PPL for the first 3 weeks following the birth of a child. That spouse would be entitled to 1 week of paid spousal leave being the remainder of the period not covered by PPL within the month following the birth when paid spousal leave must be taken.

- d) For part-time employees:
- (i) the provisions of paragraph (a) above apply, except where altered by paragraph (ii).
 - (ii) paid spousal leave is on a pro rata basis and the quantum of paid hours of spousal leave will be the same as the number of hours which the employee would normally have received in the two-week period of leave had the employee attended for work.
- e) In addition to the provision at clause 5.7.10 (a) and (d), an employee will be entitled to five (5) days spousal leave in connection with the birth or adoption of child/children for whom the employee will have responsibility subject to the following as follows:

- (i) the leave will be used to enable the employee to attend to medical/agency appointments or to care for ill members of the immediate family;
- (ii) the Employer may request either confirmation of medical/agency appointments, or a doctor's certificate indicating the nature of the illness, as the case may be; and
- (iii) the leave will be deducted from the employee's accrued personal leave.

Unpaid Parental Leave

5.7.11. Unpaid parental leave provisions are provided for in the NES (Chapter 2, Part 2-2, Division 5: sections 67 to 85 of the FW Act as follows:

- a) Eligibility – 12 months of service
- b) Adoption leave – child must be under 16
- c) Transfer of employment situations
- d) Entitlement – 12 months unpaid leave
- e) The period of leave – non-employee couples
- f) The period of leave – employee couples
- g) Employee may be required to take leave 6 weeks before birth
- h) Notice and evidence requirements
- i) Extending period of leave – up to initial 12 months
- j) Extending period of leave – a further period of 12 months
- k) Reducing period of leave
- l) End of pregnancy or child dies
- m) Ceasing to be responsible for child
- n) Accessing paid leave
- o) Keeping in touch days
- p) Leave not extended by keeping in touch days
- q) Unpaid special maternity leave (pregnancy related illness or pregnancy ends)
- r) Transfer to a safe job

- s) Paid no safe job leave
- t) Employee on paid no safe job leave – further medical certificate
- u) Unpaid no safe job leave
- v) Consultation with employee on leave – where significant effect on job
- w) Return to work guarantee
- x) Replacement employees
- y) Unpaid pre-adoption leave

5.7.12. For information purposes, a summary of the NES provisions is provided on the Fair Work Ombudsman website.

5.7.13. The normal guidelines and application procedures of the Employer will be used to access unpaid parental leave.

5.7.14. Interruption of leave by return to work:

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

5.8. Public holidays

5.8.1. An employee will be entitled to a public holiday on the following gazetted days:

- a) New Year's Day;
- b) Australia Day;
- c) Good Friday;
- d) Easter Saturday;
- e) Easter Monday;
- f) Anzac Day;
- g) Labour Day;
- h) Queen's Birthday;
- i) Christmas Day;

- j) Boxing Day; or
- k) a day appointed under the *Holidays Act 1983* (Qld) in lieu of the above days.

5.8.2. In addition, an employee will be entitled to a public holiday on the day appointed under the *Holidays Act 1983* (Qld) as a holiday in relation to the agricultural, horticultural or industrial show for that city, town or district. Where an employee works in more than one BCEO location, they will only be entitled to one show public holiday. The Employer and an employee may agree to substitute a gazetted show holiday for another day.

5.8.3. If an employee is required by the Employer to work on a gazetted public holiday, the employee will be entitled to time off in lieu of the time worked on the public holiday, to be taken at a mutually agreed time.

5.9. Domestic violence leave

(Refer to definition of “immediate family member” at clause 1.3.6)

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

- a) attending medical or counselling appointments;
- b) sourcing alternative accommodation;
- c) accessing legal advice;
- d) attending legal proceedings;
- e) organising alternative care for members of their immediate family or household;
- f) organising alternative education arrangements for their children;
- g) rebuilding support networks; and
- h) other issues related to the domestic violence.

5.9.2. This leave will be in addition to existing leave entitlements and may be taken as consecutive or single days or as a fraction of a day and all reasonable requests will be approved. Employees can also access existing leave entitlements for the abovementioned purposes, without the usual notice requirements. It is not mandatory for the employee to have exhausted other forms of paid leave prior to accessing this special leave.

Supporting another person experiencing domestic violence

- 5.9.3. An employee who supports a person experiencing domestic violence may use their existing personal/carer's leave to accompany the person on activities related to that personal crisis, or to mind the children of the person to enable them to undertake activities related to such significant matter. This sub-clause applies only where an employee supports a person who is a member of their immediate family or household.

5.10. Community Service Leave

Jury service leave

- 5.10.1. An employee, other than a casual employee, required to attend for jury service during their ordinary working hours will be reimbursed by the Employer an amount equal to the difference between the amount paid in respect of their attendance for such jury service and the ordinary pay the employee would have been paid if the employee was not absent on jury service.
- 5.10.2. Alternatively, by agreement, fees (other than meal allowance) received by the employee to attend jury service will be paid to the Employer and the Employer will continue to pay the employee their ordinary pay for the time the employee was absent on jury service.
- 5.10.3. Employees will notify the Employer as soon as practicable of the date upon which they are required to attend for jury service and will provide their Employer with proof of such attendance, the duration of such attendance and the amount received in respect thereof.
- 5.10.4. If the employee is not required to serve on a jury for a day or part of a day after attending for jury service and the employee would ordinarily be working for all or part of the remaining day, the employee must, if practicable, present for work at the earliest reasonable opportunity.
- 5.10.5. "Ordinary pay" means the rate of pay that an employee would normally expect to receive for working ordinary hours on an ordinary day of the week, including any payments over and above those prescribe in Schedule 1 of this Agreement. "Ordinary pay" excludes overtime and penalty rates of all types - including those attaching to working ordinary hours (for example) on a Saturday, special rates and other ancillary payments of a like nature.

Voluntary emergency management activity

- 5.10.6. An employee who is a member of the State Emergency Service, voluntary member of a local firefighting unit, members of a Rural Fire Brigade, auxiliary of a Fire Brigade, Honorary Ambulance Officer or St John Ambulance Volunteer will be granted paid leave when called out for emergencies, to fight local fires or where an emergency situation or state of disaster has been declared under the *Public Safety Preservation Act 1986* (Qld) or the *Disaster Management Act 2003* (Qld).
- 5.10.7. Paid leave is not available for training purposes, however unpaid leave may be granted at the Employer's discretion.

5.11. Cultural leave

- 5.11.1. The Employer recognises the unique status that Aboriginal and Torres Strait Islander people hold within Australian society. In recognition of this status Aboriginal and Torres Strait Islander people who are employees may apply for leave from the workplace for cultural reasons.
- 5.11.2. The value of First Nations Peoples' (being Aboriginals or Torres Strait Islanders) spiritualities and cultures is recognised and affirmed, and the important relationship between the people, their culture, traditional lore and country is acknowledged.
- 5.11.3. An employee, as defined in clause 5.11.10, may apply for up to a maximum of ten (10) days cultural leave per calendar year, of which two (2) days will be paid and the remainder will be unpaid. Cultural leave does not accumulate from one calendar year to the next calendar year.
- 5.11.4. Such applications will be considered within the normal leave provisions, guidelines and application procedures.
- 5.11.5. The Employer must not unreasonably refuse the leave.
- 5.11.6. In considering the employee's request for leave, the Employer must consider at least the following:
- a) the Employer's capacity to reorganise work arrangements to accommodate the employee's request;
 - b) the impact of the employee's absence on the operations of BCEO;
 - c) the particular circumstances of the employee; and

- d) the impact of a refusal on the employee, including the employee's ability to balance his or her work and family responsibilities.

5.11.7. The employee must give the Employer:

- a) reasonable notice of the intention to take cultural leave before taking the leave;
- b) the reason for taking the leave; and
- c) the period that the employee estimates the employee will be absent.

5.11.8. If it is not practicable for the employee to give the notice before taking the leave, the employee must give the employer notice of the matters in clause 5.11.7 (b) and (c) at the first opportunity.

5.11.9. It is declared that leave provided under this section is a welfare measure for the purposes of the *Anti-Discrimination Act 1991* (Qld), section 104.

5.11.10. In this clause 5.11. an "employee" who may apply for cultural leave means an employee who is required by Aboriginal tradition or Island custom to attend an Aboriginal or Torres Strait Islander ceremony.

5.12. Emergency and natural disaster leave

5.12.1. The parties to this Agreement recognise the importance of keeping schools and BCEO open wherever possible during times of natural disasters and should schools need to be closed for a time, to reopen them as soon as possible.

5.12.2. Employees will assist with keeping BCEO and schools open to support students, families and the community and to provide continuity of teaching/learning as far as is feasible and safe to do so. They will attend work unless prevented by circumstances described in clause 5.12.3 or are otherwise on approved leave. Subject to clause 5.12.3, employees may be asked to assist with preparing for a reopening of a damaged office or school.

5.12.3. An employee who is prevented from attending the employee's normal place of employment because of floods, cyclonic disturbances, severe storms, or bush-fires (or any other comparable natural disaster or emergency) will be granted a maximum of 5 days per calendar year of non-cumulative paid leave in the following circumstances:

- a) when they have experienced extreme loss or trauma;

- b) where the employee must, of necessity, remain at home to safeguard the employee's family or property;
- c) where the employee must remain at home to have temporary repairs effected, restore or replace essential belongings, complete necessary clean-up for safety or to enable occupation of residence etc.;
- d) where an employee must remain at home because transport services and facilities are disrupted or discontinued due to weather or flood conditions;
- e) where the employee is away from their usual residence and is unavoidably delayed in returning to their place of employment due to identified and specific disruptions to transport services and facilities; or
- f) where the employee is required to return home before the employee's usual ceasing time to ensure personal safety, the protection of the employee's family and property or because the availability of transport services and facilities may be disrupted or discontinued due to weather or flood conditions.

5.12.4. Access to the leave as in clause 5.12.3 will be coordinated by the Employer.

5.12.5. The Employer will make every effort to clarify contact and communication procedures to be used at times of emergencies.

5.12.6. The Employer may consider additional paid leave in exceptional circumstances or where an employee is affected by more than one disaster or emergency in any year.

5.13. Defence force reserve leave

5.13.1. Employees who are members of Australia's Defence Reserves may access leave with pay to attend periods of required training offered in normal working hours (such as but not limited to camps, field exercises or required courses) up to a maximum of 10 calendar days each ATO financial year.

5.13.2. In addition, an employee may access an additional 22 calendar days' paid leave each ATO financial year, after the initial qualifying period has been paid by the Employer, provided that the Employer receives a payment for the employee absence under the Employer Support Payment Scheme (Defence Reserves Support) or howsoever named.

- 5.13.3. In addition to the above, a further 14 calendar days' leave with pay may be accessed in an employee's first year of reserve service, where attendance at recruitment or initial training is required.
- 5.13.4. The employee member is not required to forward to the Employer any monies or allowances paid by the Defence Force for their attendance at camps, courses or other training whilst on periods of leave with pay.
- 5.13.5. The employee will not be disadvantaged in terms of accrued entitlements during absence on leave with pay for this purpose.
- 5.13.6. Wherever possible, the employee member should schedule their attendance at Defence Force Reserve activities during annual leave.
- 5.13.7. Any further absence due to Defence Force Reserve leave activities will be approved as leave without pay.

5.14. Union education leave

- 5.14.1. Paid leave of absence for union education leave may be granted to employees under the following conditions:
- a) up to 3 days' leave on ordinary pay will be granted to attend courses, seminars or workshops of an industrial or professional nature conducted by the Union or, specific union training courses approved by the Union;
 - b) the leave will be non-cumulative and 1 months' notice must be given of the employee's intention to take this leave;
 - c) the application for leave will be endorsed by the Union;
 - d) the granting of such leave will be subject to the reasonable convenience of the Employer having regard to the efficient operation of BCEO. The Employer will not unreasonably withhold approval to attend such courses;
 - e) no employee will be granted leave in excess of the duration of the course i.e. travelling time is not included;
 - f) the Employer is not responsible for any additional costs except for the payment of relief employees where this is considered appropriate; and
 - g) the maximum number of employees at an office location who may avail themselves of this leave at the same time are 1 employee per office location

with less than 60 employees and 2 employees per office location with 60 or more employees.

5.14.2. Applications for this leave must be submitted through the employee's line manager within the prescribed time limits and must include the following documentation:

- a) an application for leave;
- b) details of the course to be attended; and
- c) endorsement from the Union.

5.15. Leave without pay

5.15.1. Any employee who is granted leave of absence without pay to obtain further experience, training, or qualifications, or who is granted special leave will not lose continuity of service for salary, annual, personal/carer's and long service leave purposes.

5.15.2. The period of leave without pay will not break continuity of service but will not be taken into account in calculating the period of service of the employee (i.e. for leave accrual purposes).

6. MISCELLANEOUS CONDITIONS

6.1. Professional development and training

6.1.1. The Employer and employees accept a shared responsibility for the negotiation of a program of relevant professional development linked to the performance review outcomes and the mission and goals of BCEO.

6.1.2. In the context of the mission and goals of BCEO, and consistent with performance review outcomes, the Employer and employee will determine and each year the employee will undertake professional development. It is acknowledged that some of this professional development will occur during work time. It is expected however, that the employee will also undertake professional development outside of working time.

6.1.3. Except where the Employer sponsors, provides and/or pays for the professional development, the costs will be met by the individual employee.

6.1.4. Employees will be eligible to apply for sponsorship for study within the parameters of the current sponsorship scheme available to teachers.

6.2. Induction

6.2.1. An induction programme has been developed and implemented for all new employees. The induction programme includes:

- a) provision of a position description;
- b) identification of lines of support;
- c) provision of material relevant to the ethos and mission of BCEO;
- d) provision of documents relevant to the systems, policy and procedures; and
- e) provision of information relevant to superannuation entitlements and options.

6.3. New work practices

As people working within an educational setting, it is acknowledged that new work practices are constantly evolving through educational and technological change and the introduction of new procedures. The Employer provides a commitment to minimise the impact of new work practices on employees through a process of consultation and collaboration with employees. Employees are committed to the implementation of new work practices in accordance with the objectives of this Agreement.

6.4. Job security

The parties agree that changes to work practices and productivity initiatives must be consistent with the operation of the BCEO. The parties further acknowledge that employees are a critical element in the improvement of quality service delivery. Arbitrary job reductions will not be pursued to secure the ongoing improvement in productivity and efficiency sought in accordance with the terms and conditions of this Agreement.

6.5. Workplace stress

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

- 6.5.2. The term “workplace stress” refers to those negative reactions people have to aspects of their environment due to pressures within the work environment.
- 6.5.3. 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.
- 6.5.4. It is also recognised that policies which benefit employee health can improve productivity. Low levels of negative stress response are associated with low levels of staff turnover, absenteeism and low rates of injury. Workplaces that are perceived as healthy are characterised by clear policies and active methods of dealing with people which encourage:
- a) respect for the dignity of each employee;
 - b) regular feedback and recognition of performance;
 - c) clear goals for employees in line with organisational goals;
 - d) employee input into decision-making and career progression; and
 - e) consistent and fair management actions.

Implementation

- 6.5.5. The Employer agrees to the implementation of strategies to prevent and address workplace stress.

Managing workplace stress

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

Structured approach

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

Control strategies

- 6.5.8. Control strategies will be adopted to reduce the incidence of workplace stress.

6.6. Concentrated working

- 6.6.1. BCEO encourages collegiality and supports an open and interactive workplace. It is recognised however that on ad hoc occasions the ability to work on a specific task in a quiet uninterrupted environment can assist staff to manage time more efficiently by aiding concentration and reducing distractions associated with an open plan working environment.
- 6.6.2. On such an occasion an employee may make a request to their line manager to work in a quiet office space. Such a request should give sufficient details of the reasons why the request is appropriate and the outcomes anticipated.
- 6.6.3. The employee's line manager will consider the request and respond in a reasonable period of time.
- 6.6.4. Subject to the discretion of the employee's line manager, if a quiet office space is not available then other arrangements, including working from home, may be considered.

6.7. Flexible work practices

- 6.7.1. A full-time employee may apply in writing to work on a part-time basis for a fixed period, after which time they would again revert back to full-time status.
- 6.7.2. In giving consideration to the employee's application to move to part-time work for a fixed period, the Employer will take into account the following:
 - a) the particular circumstances of the employee that give rise to the application;
 - b) the operational requirements of the organisation, including the Employer's capacity to reorganise work arrangements and secure competent replacement staff; and
 - c) the financial implications for the organisation.
- 6.7.3. Such arrangements will only be made at the request of the employee and by agreement with the Employer.
- 6.7.4. Any arrangement will not diminish the ability for an employee to request flexible working arrangements in accordance with the NES or this Agreement.

6.8. Flexible work arrangements

6.8.1. Flexible work arrangements may be entered into in accordance with the guidelines and procedures currently in place for the BCEO employees and the NES. It is acknowledged amendment and variation to such guidelines may be necessary throughout the lifetime of this Agreement as a result of practices being continually reviewed.

6.9. Discretionary leave BCEO Level 5-9

6.9.1. For employees classified at BCEO Level 5-9, the parties agree that the employee's line manager is responsible for the daily requirements of the employee to work their normal hours and that line managers need to be sensitive to the number of hours worked by employees. Line managers should ensure that extra hours outside the office hours are not required to be worked by employees on a regular and systematic basis without some form of recognition for these additional hours.

6.9.2. The parties agree that there is no formal time off in lieu system in relation to the recognition of hours worked outside the employee's normal hours. It is, however, the responsibility of the line manager and employee to negotiate how these additional hours worked will be recognised. Employees should feel comfortable raising this issue with their line manager and line managers should exercise some latitude in managing an employee's hours of work in this regard.

6.9.3. While additional hours worked will not be recognised on a time for time basis, it is expected that arrangements be made to provide recognition for a significant part of the hours worked outside the employee's normal hours. Any arrangement negotiated between the employee and the line manager to recognise out of office hours worked will be recorded informally by the line manager.

6.10. Job share arrangements

Job sharing involves a position being shared by two or more employees. Job share arrangements may be entered into in accordance with the guidelines and procedures currently in place for BCEO employees and the NES.

6.11. Workplace bullying and sexual harassment policy

BCE has a policy that applies to employees titled *Prevention of Workplace Bullying, Sexual Harassment and Unlawful Discrimination policy*, which may be amended from time to time.

6.12. Affirmative employment of people with a disability

6.12.1. The Employer is inclusive of employees who are competent, able to fully carry out required employment tasks and have a disability.

6.12.2. The Employer commits, where 2 or more applicants for a position are of substantially equal merit, and 1 is a person with a disability, to choose the applicant with a disability, as a means of enhancing opportunity for people with a disability.

6.13. Breastfeeding and expressing facilities

6.13.1. The Employer will, upon request, provide a private and secure area for the purpose of breastfeeding and/or expressing and storing milk separate to communal staff facilities.

6.13.2. Collegial support is crucial to providing a positive workplace environment for employees who are breastfeeding. All employees have a responsibility to treat these colleagues with respect and dignity.

6.13.3. Women on maternity leave will advise their line manager of their intention to continue breastfeeding upon return to work, in order to initiate constructive dialogue regarding the specific considerations they may require of their Employer to enable them to do this. This conversation should occur ahead of the employee's return to work, so that the necessary arrangements can be made. As part of the return-to-work process, the employee will be party to a process of re-orientation where they are made aware of lines of support; documentation, policies and procedures with regard to rights and responsibilities and other relevant matters.

6.14. Deferred salary scheme BCEO Level 1-4

6.14.1. For those employees classified at BCEO Level 1-4 and who have completed 3 consecutive years' full-time service with the Employer at the time of application

may apply to be included in a deferred salary scheme. The scheme will enable employees, over a 5-year period, to receive 80% salary for the first 4 continuous years of the nominated period, and take the fifth year as special leave, using the accumulated reserves of deferred salary.

6.14.2. The following principles for the scheme will apply:

- a) an employee will make application to participate in the deferred salary scheme a minimum of 3 calendar months before such participation is to begin;
- b) to be eligible for participation in the deferred salary scheme, employees must seek advice from a qualified financial advisor and superannuation fund regarding individual implications for taxation and superannuation;
- c) the fifth year of any deferred salary agreement must be taken as special leave. The rate of pay will be the accumulated surplus retained over the preceding four years. Deferred salary benefits cannot be accrued beyond the 5 years of the agreement. Any interest on the accrued deferred salary component will be utilised to offset the cost of the scheme;
- d) an employee will not, during any period in which the employee is on such special leave, engage in any other remunerative employment of a kind performed by the employee in the employment from which the employee was granted special leave;
- e) superannuation entitlements and employer contribution rates are calculated at the 80% rate over the 5-year agreement;
- f) the 5-year agreement period counts as 4 years' service for the purpose of accruing long service leave;
- g) the employee's substantive position will be preserved for the fifth (special leave) year;
- h) any outstanding long service leave entitlements of 10 weeks or more can be taken as part of the fifth special year;
- i) any employee who withdraws from the scheme will be paid the exact monies contributed to the scheme, with no interest payable. These funds will be paid as a lump sum unless otherwise negotiated with the Employer;
- j) without prejudicing any other circumstances where an employee withdraws from the scheme, an employee who ceases to be employed by the Employer

will be deemed to have withdrawn from the scheme at the cessation of such employment, unless otherwise agreed; and

- k) the employee is not covered by workers' compensation during the fifth (special leave) year.

6.14.3. Participation in the scheme is to be requested by application from the employee.

6.14.4. Approval or rejection of the application will be determined at the Employer's discretion.

6.14.5. The employee will be formally advised of the Employer's decision within 1 month of the application being made.

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

(ABN 49 991 006 857)

Postal Address:

Brisbane Catholic Education
GPO Box 1201
BRISBANE QLD 4001

In the presence of:

Pam Betts
(Employer representative's signature)

[Signature]
(Witness' signature)

PAMELA ANN BETTS
(Full name)

Colin O'Neil
(Full name)

2A BURKE ST, WOOLLOONGABBA
(Address)

2A Burke St, Woolloongabba
(Address)

EXECUTIVE DIRECTOR
(Authority to sign the Agreement)

Manager Employee Relations
(Position)

25/05/2021
(Date)

25/05/2021
(Date)

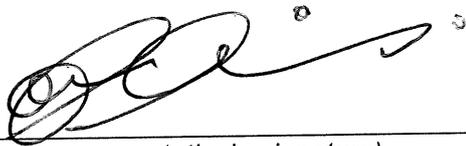
Signed for and on behalf of the Independent Education Union of Australia-Queensland and Northern Territory Branch

(ABN 74 662 601 045)

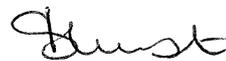
Postal Address:

IEUA-QNT
PO Box 418
FORTITUDE VALLEY QLD 4006

In the presence of:



(Employee representative's signature)



(Witness' signature)

Paul Noel Giles

(Full name)

Diane Hurst

(Full name)

346 Turbot Street
Spring Hill Qld 4000

(Address)

346 Turbot Street
Spring Hill Qld 4000

(Address)

Assistant Secretary /
Treasurer

(Authority to sign the Agreement)

Clerical Officer

(Position)

24/5/2021

(Date)

24/5/2021

(Date)

SCHEDULE 1 – WAGES, SALARIES AND ALLOWANCES

Brisbane Catholic Education Office Salary Scale and Allowances as at 1 July 2019

2.5% or \$26.27 per week whichever is greater effective 1 July 2019

		01.07.2019 2.5%	01.07.2019 2.5%	01.07.2019 2.5%	01.07.2019 2.5%
Level	Step	Annual	F/nightly	Full Time Hourly	Casual (incl. 25% loading)
BCEO1	1	\$44,983	\$1,724.20	\$22.6868	\$28.3586
	2	\$46,648	\$1,788.00	\$23.5263	\$29.4079
	3	\$48,315	\$1,851.90	\$24.3671	\$30.4589
	4	\$49,982	\$1,915.80	\$25.2079	\$31.5099
BCEO2	1	\$50,851	\$1,949.10	\$25.6461	\$32.0576
	2	\$52,771	\$2,022.70	\$26.6145	\$33.2681
	3	\$54,691	\$2,096.30	\$27.5829	\$34.4786
	4	\$56,669	\$2,172.10	\$28.5803	\$35.7253
BCEO3	1	\$57,801	\$2,215.50	\$29.1513	\$36.4391
	2	\$60,311	\$2,311.70	\$30.4171	\$38.0214
	3	\$62,813	\$2,407.60	\$31.6789	\$39.5987
	4	\$65,317	\$2,503.60	\$32.9421	\$41.1776
BCEO4	1	\$66,624	\$2,553.70	\$33.6013	\$42.0016
	2	\$69,512	\$2,664.40	\$35.0579	\$43.8224
	3	\$72,398	\$2,775.00	\$36.5132	\$45.6414
	4	\$75,288	\$2,885.80	\$37.9711	\$47.4638
BCEO5	1	\$76,789	\$2,943.30	\$38.7276	\$48.4095
	2	\$80,123	\$3,071.10	\$40.4092	\$50.5115
	3	\$83,447	\$3,198.50	\$42.0855	\$52.6069
	4	\$86,770	\$3,325.90	\$43.7618	\$54.7023
BCEO6	1	\$88,508	\$3,392.50	\$44.6382	\$55.7977
	2	\$91,790	\$3,518.30	\$46.2934	\$57.8668
	3	\$95,064	\$3,643.80	\$47.9447	\$59.9309
	4	\$98,341	\$3,769.40	\$49.5974	\$61.9967
BCEO7	1	\$101,378	\$3,885.80	\$51.1289	\$63.9112
	2	\$104,942	\$4,022.40	\$52.9263	\$66.1579
	3	\$108,511	\$4,159.20	\$54.7263	\$68.4079
	4	\$112,080	\$4,296.00	\$56.5263	\$70.6579
BCEO8	1	\$114,104	\$4,373.60	\$57.5474	\$71.9342
	2	\$118,318	\$4,535.10	\$59.6724	\$74.5905
	3	\$122,541	\$4,697.00	\$61.8026	\$77.2533
	4	\$126,776	\$4,859.30	\$63.9382	\$79.9227
BCEO9	1	\$128,860	\$4,939.20	\$64.9895	\$81.2368
	2	\$133,621	\$5,121.70	\$67.3908	\$84.2385
	3	\$138,391	\$5,304.50	\$69.7961	\$87.2451
	4	\$143,175	\$5,487.90	\$72.2092	\$90.2615

Allowance	Annual	Weekly	F/nightly	Hourly
Meal Allowance	\$18.28 per meal			
First Aid	\$908	\$17.40	\$34.80	\$0.45789
Special Projects	\$2,327	\$44.60	\$89.20	-
WHSO Allowance	\$1,084	\$20.78	\$41.56	\$0.54684
Toilet Cleaning Allowance	\$523	\$10.03	\$20.06	-

Brisbane Catholic Education Office Salary Scale and Allowances as at 1 July 2020

2.5% or \$26.93 per week whichever is greater effective 1 July 2020

		01.07.2020 2.5%	01.07.2020 2.5%	01.07.2020 2.5%	01.07.2020 2.5%
Level	Step	Annual	F/nightly	Full Time Hourly	Casual (incl. 25% loading)
BCEO1	1	\$46,389	\$1,778.10	\$23.3961	\$29.2451
	2	\$48,054	\$1,841.90	\$24.2355	\$30.2944
	3	\$49,721	\$1,905.80	\$25.0763	\$31.3454
	4	\$51,388	\$1,969.70	\$25.9171	\$32.3964
BCEO2	1	\$52,257	\$2,003.00	\$26.3553	\$32.9441
	2	\$54,177	\$2,076.60	\$27.3237	\$34.1546
	3	\$56,097	\$2,150.20	\$28.2921	\$35.3651
	4	\$58,085	\$2,226.40	\$29.2947	\$36.6184
BCEO3	1	\$59,246	\$2,270.90	\$29.8803	\$37.3503
	2	\$61,819	\$2,369.50	\$31.1776	\$38.9720
	3	\$64,383	\$2,467.80	\$32.4711	\$40.5888
	4	\$66,950	\$2,566.20	\$33.7658	\$42.2072
BCEO4	1	\$68,289	\$2,617.50	\$34.4408	\$43.0510
	2	\$71,250	\$2,731.00	\$35.9342	\$44.9178
	3	\$74,208	\$2,844.40	\$37.4263	\$46.7829
	4	\$77,169	\$2,957.90	\$38.9197	\$48.6497
BCEO5	1	\$78,709	\$3,016.90	\$39.6961	\$49.6201
	2	\$82,126	\$3,147.90	\$41.4197	\$51.7747
	3	\$85,534	\$3,278.50	\$43.1382	\$53.9227
	4	\$88,938	\$3,409.00	\$44.8553	\$56.0691
BCEO6	1	\$90,720	\$3,477.30	\$45.7539	\$57.1924
	2	\$94,086	\$3,606.30	\$47.4513	\$59.3141
	3	\$97,441	\$3,734.90	\$49.1434	\$61.4293
	4	\$100,799	\$3,863.60	\$50.8368	\$63.5461
BCEO7	1	\$103,911	\$3,982.90	\$52.4066	\$65.5082
	2	\$107,566	\$4,123.00	\$54.2500	\$67.8125
	3	\$111,224	\$4,263.20	\$56.0947	\$70.1184
	4	\$114,882	\$4,403.40	\$57.9395	\$72.4243
BCEO8	1	\$116,956	\$4,482.90	\$58.9855	\$73.7319
	2	\$121,276	\$4,648.50	\$61.1645	\$76.4556
	3	\$125,604	\$4,814.40	\$63.3474	\$79.1842
	4	\$129,946	\$4,980.80	\$65.5368	\$81.9211
BCEO9	1	\$132,082	\$5,062.70	\$66.6145	\$83.2681
	2	\$136,961	\$5,249.70	\$69.0750	\$86.3438
	3	\$141,850	\$5,437.10	\$71.5408	\$89.4260
	4	\$146,755	\$5,625.10	\$74.0145	\$92.5181

Allowance	Annual	Weekly	F/nightly	Hourly
Meal Allowance	\$18.74 per meal			
First Aid	\$929	\$17.80	\$35.60	\$0.46842
Special Projects	\$2,385	\$45.70	\$91.40	-
WHSO Allowance	\$1,111	\$21.30	\$42.60	\$0.56053
Toilet Cleaning Allowance	\$533	\$10.22	\$20.44	-

Brisbane Catholic Education Office Salary Scale and Allowances as at 1 July 2021

2.5% or \$27.60 per week whichever is greater effective 1 July 2021

Level	Step	01.07.2021	01.07.2021	01.07.2021	01.07.2021
		2.5%	2.5%	2.5%	2.5%
		Annual	F/nightly	Full Time Hourly	Casual (incl. 25% loading)
BCEO1	1	\$47,829	\$1,833.30	\$24.1224	\$30.1530
	2	\$49,494	\$1,897.10	\$24.9618	\$31.2023
	3	\$51,161	\$1,961.00	\$25.8026	\$32.2533
	4	\$52,828	\$2,024.90	\$26.6434	\$33.3043
BCEO2	1	\$53,697	\$2,058.20	\$27.0816	\$33.8520
	2	\$55,617	\$2,131.80	\$28.0500	\$35.0625
	3	\$57,537	\$2,205.40	\$29.0184	\$36.2730
	4	\$59,538	\$2,282.10	\$30.0276	\$37.5345
BCEO3	1	\$60,728	\$2,327.70	\$30.6276	\$38.2845
	2	\$63,363	\$2,428.70	\$31.9566	\$39.9457
	3	\$65,993	\$2,529.50	\$33.2829	\$41.6036
	4	\$68,625	\$2,630.40	\$34.6105	\$43.2632
BCEO4	1	\$69,995	\$2,682.90	\$35.3013	\$44.1266
	2	\$73,032	\$2,799.30	\$36.8329	\$46.0411
	3	\$76,063	\$2,915.50	\$38.3618	\$47.9523
	4	\$79,097	\$3,031.80	\$39.8921	\$49.8651
BCEO5	1	\$80,676	\$3,092.30	\$40.6882	\$50.8602
	2	\$84,180	\$3,226.60	\$42.4553	\$53.0691
	3	\$87,673	\$3,360.50	\$44.2171	\$55.2714
	4	\$91,161	\$3,494.20	\$45.9763	\$57.4704
BCEO6	1	\$92,987	\$3,564.20	\$46.8974	\$58.6217
	2	\$96,439	\$3,696.50	\$48.6382	\$60.7977
	3	\$99,878	\$3,828.30	\$50.3724	\$62.9655
	4	\$103,319	\$3,960.20	\$52.1079	\$65.1349
BCEO7	1	\$106,510	\$4,082.50	\$53.7171	\$67.1464
	2	\$110,256	\$4,226.10	\$55.6066	\$69.5082
	3	\$114,005	\$4,369.80	\$57.4974	\$71.8717
	4	\$117,754	\$4,513.50	\$59.3882	\$74.2352
BCEO8	1	\$119,880	\$4,595.00	\$60.4605	\$75.5757
	2	\$124,308	\$4,764.70	\$62.6934	\$78.3668
	3	\$128,745	\$4,934.80	\$64.9316	\$81.1645
	4	\$133,194	\$5,105.30	\$67.1750	\$83.9688
BCEO9	1	\$135,385	\$5,189.30	\$68.2803	\$85.3503
	2	\$140,384	\$5,380.90	\$70.8013	\$88.5016
	3	\$145,396	\$5,573.00	\$73.3289	\$91.6612
	4	\$150,423	\$5,765.70	\$75.8645	\$94.8306

Allowance	Annual	Weekly	F/nightly	Hourly
Meal Allowance	\$19.21 per meal			
First Aid	\$950	\$18.20	\$36.40	\$0.47895
Special Projects	\$2,442	\$46.80	\$93.60	-
WHSO Allowance	\$1,139	\$21.83	\$43.66	\$0.57447
Toilet Cleaning Allowance	\$547	\$10.48	\$20.96	-

Brisbane Catholic Education Office Salary Scale and Allowances as at 1 July 2022

The percentage increase for 1 July 2022 will be in accordance with clause 4.3.

SCHEDULE 2 – BCEO CLASSIFICATION LEVEL DESCRIPTORS

The BCEO Classification Level Descriptors (the descriptors) are designed to be relevant to all BCEO positions covered by this Agreement whether the position is involved in technical, professional or administrative activities. Accordingly, the descriptors contain some information which will be relevant only for certain types of positions. Relevant descriptors may be found across all categories, not just those with which they most readily identify.

It is not reasonable or appropriate to consider that any single position at a given level would demonstrate every activity, skill or accountability. The descriptors provide an indication of the type of work undertaken at that level, and not a description of a job. The descriptors capture the nature and scope for work at a given level.

All positions within BCEO are classified by the Employer in accordance with the Cullen Egan and Dell (CED) Job evaluations methodology (also known as the Mercer CED job evaluation system). The employee will be appointed to the level within the BCEO salary scale in accordance with the outcome of the assessment. The descriptors outlined below support the classification process and provide some broad, but not definitive indicators i.e. they are to be used as a guide only.

BCEO Level 1

Work characteristics

- Work is highly routine and predictable in nature.
- Work may involve gathering data, collating information/files/records and completing routine tasks and defined processes.
- The decision relating to what service will be provided, how and when it will be delivered and to what standard are clearly prescribed through direction, precedent and/or defined work practice.
- Positions have minimal opportunity to comment upon or suggest changes to their work processes or practices.
- Interpersonal interactions are primarily internal with the purpose of informing, discussing and clarifying daily work priorities and routines.

Knowledge and experience

- Role requires the capacity to understand office equipment functionality, possess basic keyboard and computer skills and apply the essential elements of clerical or operational work.
- Knowledge acquisition is typically supported by on the job training, completion of short courses or entry level certificates and full proficiency may be reached after several months of relevant applied experience.

Capabilities

- Follow clearly articulated instructions and apply specific techniques to individual work tasks.
- Roles at this level will not have supervisory responsibility.
- More likely to be highly focused on a single task or a number of similar repetitive tasks rather than multiple integrated tasks within a process.

Contribution

- Provide information and services for use by others in decision making, though role has very little discretion as to how services are provided or the information is utilised.
- Work may be dictated by physical workflow and sequential in nature and roles resolve problems by applying defined and prescribed procedures.

BCEO Level 2

Work characteristics

- Breadth of expertise required is narrow, focused on a group or collection of tasks that are likely repetitive and may be unrelated in nature.
- Positive working relationships are established primarily with immediate team members and interaction is largely focused on daily work matters.
- Work is regularly supervised, and specific instructions are given.
- Work consists of detailed tasks and may include recording factual data, arranging appointments and meetings, maintaining accurate files and producing standardised information/reports/data.
- Most work situations are recurring and procedures established, with action requiring limited choice.

Knowledge and experience

- Some training prior to applying knowledge of work practices and procedures.

- Vocational training/certification is likely, though minimal experience post completion is required.

Capabilities

- Work to standard procedures and may make some changes to the sequence of work activities, under regularly monitoring and oversight from a supervisor or more experienced colleague.
- Roles at this level will not have supervisory responsibility.
- Provides basic assistance, support and clarification for new staff.
- Focused on the provision of service, support or information.

Contribution

- Role adds value to the service and support it provides by explaining how the information was derived, how the service can be improved and identifying anomalies to assist in maintaining the integrity of the information provided.
- Others can rely on the accuracy and completeness of information provided or work completed.

BCEO Level 3

Work characteristics

- Work is typically described in terms of tasks and may involve limited related tasks, or several dissimilar tasks united by a common theme.
- Tasks are carried out in accordance with clearly defined and well-established procedures though work is not closely supervised.
- Respond under direction to changes in client and stakeholder needs and expectations.
- Position contacts may often be outside the immediate work area and the primary purpose of interaction is usually to identify needs and convey factual information to colleagues and a narrow range of external clients.
- Apply existing rules, regulations, processes and guidelines to resolve day to day work matters.

Knowledge and experience

- Positions require knowledge and skills to understand and apply technology, work practice and work flow in a focused area of activity.
- May have vocational training or related work experience.

Capabilities

- Understand work requirements and priorities and how own work supports others.
- Identify and contribute ideas about ways to improve the immediate work routines and practices.
- Unlikely roles at this level will have supervisory responsibility.
- Ask questions, investigate matters and check records to make and document decisions following appropriate decision making criteria, existing procedures and protocols and escalating as required.

Contribution

- Take responsibility for timeliness and standard of services, support and information provided to clients and colleagues.
- Resolve minor challenges and issues with immediate peers and team members.
- Can vary a number of tasks in the work plan, though a clear definition of the outcome exists.
- Understand the organisation's operations, its place in the schools network and role in the broader Archdiocesan community.

BCEO Level 4

Work characteristics

- Work is performed under direction and requires a sound knowledge of precedents, procedures, legislative requirements and/or obligations.
- Work may involve a range of related tasks, or several dissimilar tasks with a common goal.
- Work may include collecting and collating routine, readily retrievable information and data, first level technical problem solving and work scheduling.
- Balance day to day priorities, undertake initial investigations, modify processes and initiate rectification.
- Choices are limited to a few options and are bound by precedent or subject to scrutiny.

Knowledge and experience

- Requires vocational training/certification in commercial, technical or administrative areas combined with several years of relevant work experience.

Capabilities

- Identify own expertise gaps and take on board feedback from others to inform personal development goals.
- Clarify work requirements and outputs.

- Focused on achieving short-term work priorities efficiently, process improvement and timely delivery of quality service and support.
- Unlikely roles at this level will have supervisory responsibility.
- Resolve minor technical or administrative problems with immediate peers, team members and clients.
- Provide information, services and support to enable others to achieve their work goals.

Contribution

- Interpret well-established procedures, precedents and guidelines.
- Role has some independence in achieving prescribed goals and setting targets and operational standards.
- Roles share accountability for the delivery of a service or information through their involvement in identifying service standards, timelines, priorities, targets and the most appropriate operational procedure.

BCEO Level 5

Work characteristics

- Positions at this level are typically focused on a clearly identifiable activity and objectives are clearly articulated.
- Choices need to be made between a range of defined alternatives, with guidance available if required.
- Work may include scheduling, organising, planning and allocating tasks, correspondence and document preparation and general administrative support to more senior staff.
- Work precedent, rules, guidelines, procedures and/or instructions must be understood to discern between alternative courses of action.
- Expected to obtain the cooperation of others to comply with technical, commercial and/or administrative requirements.
- Positions at this level may include specialised administrative roles.

Knowledge and experience

- Advanced technical or administrative skills and knowledge is required, gained through secondary education, specialist training and skills development programs combined with complementary work experience.

Capabilities

- Determine priorities and schedules to ensure outcomes are achieved.

- Schedule a sequence of activities, processes or events in a timely and efficient manner.
- Require self-awareness and the ability to interpret the likely reactions of others arising from own and others actions.
- May have supervisory responsibility for lower level administrative/operational staff.
- May certify the quality of work performed or the integrity of information /services provided by less experienced administrative/operational staff or external suppliers.
- Research and analyse available information, with options constrained and guided by precedent and policy.
- May provide advice regarding the effectiveness and efficiency of designated processes and systems, and training others in their application.

Contribution

- Resolve specific challenges within guidelines, precedents and regulations and using judgement to determine a course of action.
- Understand work priorities and objectives, organise and undertake tasks, activities or projects according to agreed timelines and schedules.
- May be accountable for the ongoing monitoring and assessment of service delivery levels and standards, leading to improvements in work practice and outcomes.
- Aware of the overarching goals of the organisation and possess a strong knowledge and understanding of other sections of BCEO and systemic operations.

BCEO Level 6

Work characteristics

- Positions at this level include specialised administrative roles and base level professional roles.
- Required to interact with peers, internal and external clients to obtain cooperation to discuss issues, resolve problems, reach agreement, or advise higher management levels.
- Outcomes are typically specified in terms of work priorities with general direction relating to work methodologies and practices.
- Work may include the provision of executive and administrative support, technical development and investigations, research and analysis, advice formulation, document preparation.
- Judgement and discretion are exercised in planning and work organisation, and some adaptation to techniques or processes used to do work.

Knowledge and experience

- May require relevant formal qualifications equivalent to a Degree, or detailed administrative/technical/professional knowledge gained through specific vocational training and/or extensive on the job experience.
- Knowledge of BCEO's policies, programs/services, operations and activities is expected, complemented by a sound knowledge of operational precedents and procedures.

Capabilities

- Focused on working efficiently, seeking feedback to inform progress and providing input to improve processes and outcomes.
- Acknowledge the emotions and behaviours of self and others, tailor operational information and services to engage, influence and guide clients and peers towards a particular outcome.
- Supervisory responsibility for positions carrying out administrative or operational tasks may be a feature, and/or regular requirement to coach less experienced team members.
- May provide leadership to service/support positions in the determination of service quality and performance standards.
- Work may require exercising delegated authority in areas where precedents or procedures are not clearly defined.
- Present information, services and advice credibly, test levels of understanding and translate technical information to ensure it is easily understood.

Contribution

- Work independently within specific guidelines and agreed priorities, see tasks through to completion and comply with existing processes, and provide oversight/guidance to the work of others.
- Review work practices and procedures, suggest ideas for improvement, learning new work processes, exploiting new technologies and systems, and assisting others to do the same.
- Take ownership for and actively work to improve quality of work performed and integrity of information/services provided.

BCEO Level 7

Work characteristics

- Positions at this level would be considered professional, technical or managerial requiring proficiency in the application of established professional, technical or commercial disciplines.

- Professionals are considered competent practitioners operating individually or as a member of a team.
- Positions are generally specialised and/or may have supervisory responsibilities or may be involved in complex work and/or the provision of technical advice.
- Diversity of expertise is often closely focused on one activity and requires an awareness of broader activities within the organisation and the integration and coordination of tasks across a range of conditions and client populations.
- Work may require the identification, design, analysis and resolution of specific issues and matters affecting systems, work processes, services, projects and/or efficiency and performance.

Knowledge and experience

- May be a requirement for relevant formal qualifications equivalent to a Degree, or substantial experience and training combined with an Advanced Diploma or equivalent.
- Knowledge is typically acquired from several years of casework, research or coaching from senior specialists or staff.
- Skills may be acquired through substantial experience gained from working in a variety of complex situations.

Capabilities

- Engage with a range of stakeholders to clarify, discuss and consider credible views on the development of solutions to guide others to a particular outcome or direction.
- May instruct or assign work to professional, technical or administrative staff and review the quality of work undertaken by these roles.
- May manage diverse occupational groups, complex administrative or regulatory activities or projects.
- Develop, modify, transform operational methods, practices and standards within the constraints of precedent and subject matter.
- Provide sound advice and recommendations which influence the decisions made by others, in the monitoring, development and delivery of major programs.

Contribution

- Explain and justify, verbally and in written form, how decisions or recommendations have been reached.
- Recommend and implement changes and adaptations to established techniques which improve the efficiency or effectiveness of processes and/or enhance the quality of outcomes.

- Provide interpretative counsel, information and advice to support decision making processes.
- Typically, positions independently provide a professional service or advice and are individually accountable for the integrity, accuracy and quality of the advice provided
- Contribute to the development and delivery of organisational initiatives and projects.

BCEO Level 8

Work characteristics

- Roles provide policy, professional, administrative or management advice covering matters complex or specific in nature.
- May involve the management of staff to ensure the achievement of plans and performance/quality standards, complemented by a sound knowledge of organisational operations and policies.
- Work is directed towards improving organisational performance, undertaking high level reviews/investigations, significant project, research or policy development, preparation of reports and papers.
- Breadth of expertise may be focused on one specialised activity or may operate across the full range of a recognised discipline and may have leadership responsibilities over a range of roles.
- Positions provide advice to others who have a sound knowledge of the general discipline, or where the supervisor's focus is on management rather than technical issues.

Knowledge and experience

- Professional positions include advanced specialists and require many years of experience in the field, and may be complemented by second degrees or postgraduate qualifications.

Capabilities

- Identify opportunities to work collaboratively with external groups to solve issues, devise solutions and enhance the effectiveness of working partnerships to improve the quality of advice.
- Professionals may be supervising other professionals, para-professionals or support positions.
- Develop performance and development goals, and provide ongoing feedback to support learning.
- Work demands ideas, analysis, evaluation of alternatives and creative solutions.

- Work may include the critical analysis of information to identify new options to vary operational policies, procedures and practices.

Contribution

- Clarify strategies and plans, engage with stakeholders and staff to build commitment to goals and purpose, contribute positively and openly to the development of medium term plans.
- Adapt communication and influencing styles and messages to the audience and approach discussions with an understanding of existing or potential views regarding significant matters of concern.
- Provide advice that initiates organisational initiatives and/or new developments in policy, program delivery or professional practice and precedent which impact on broader organisational strategies.

BCEO Level 9

Work characteristics

- Work demands highly specialised commercial, professional, technical, administrative or advanced managerial capability.
- Perform a leadership role responsible for an important organisational element and responsible for the achievement of results in line with corporate or professional goals.
- The operating environment is complex and diverse, with direction specified in terms of broad organisational objectives and extensive risk planning and contingency management is a key feature.

Knowledge and experience

- Technical or professional positions may require postgraduate qualifications supported by many years' experience in a specialised discipline.
- Management roles require extensive knowledge and skill and many years' experience in the area of operation, and advanced professional/administration/commercial training.
- Require knowledge of organisation, education and Catholic sector ethos, direction, policies and interdependencies.

Capabilities

- Understand organisation direction, policies and priorities, scan the external environment and assess current and emerging issues and trends to inform plans.

- Resolve problems regularly, consider influences impacting beyond the immediate work area though support is provided through established management systems and standards.
- Build communication channels to enable the effective flow and distribution of messages, create an inclusive environment and inspire cultural change.
- Lead and motivate others to cooperate in resolving conflicts over priorities and the use of resources.
- Shape, monitor and evaluate plans to achieve significant improvement in a core element of the organisation.
- Provide a series of opinions on a consistent and regular basis that influence overall direction taken by significant business units or the organisation overall on key corporate issues.

Contribution

- Ensure the effective acquisition and use of resources, set expectations, standards and create frameworks, in the face of obstacles, which optimise longer term organisational and service delivery outcomes for stakeholders, clients and the community.
- Roles may manage resources, or advise in a specialist field and require advanced skills in collaborating, partnering and influencing internal and external parties to secure desired outcomes.
- Lead the design and delivery of major organisational issues and stimulate the development of strategies to resolve problems affecting the organisation's operations.

IN THE FAIR WORK COMMISSION

FWC Matter No.: AG2021/5318

Applicant: The Corporation of the Trustees of the Roman Catholic Archdiocese of Brisbane, operating as the Brisbane Catholic Education

Section 185 – Application for approval of a single enterprise agreement

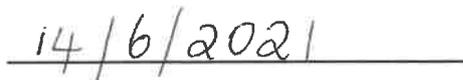
Undertaking- Section 190

I, Pam Betts, Executive Director for The Corporation of the Trustees of the Roman Catholic Archdiocese of Brisbane give the following undertakings with respect to the Brisbane Catholic Education Office Employees' Enterprise Agreement 2019 - 2023 ("the Agreement"):

1. I have the authority given to me by The Corporation of the Trustees of the Roman Catholic Archdiocese of Brisbane to provide this undertaking in relation to the application before the Fair Work Commission.
2. For the purposes of clause 3.5, with respect to casual employees classified BCEO Levels 1 – 4, the Applicant undertakes that a casual employee required to work ordinary hours on a Saturday or Sunday will be paid the following:
 - (i) 150% of the minimum hourly rate for ordinary hours worked on a Saturday; and
 - (ii) 200% of the minimum hourly rate for ordinary hours worked on a Sunday.
3. For the purposes of clause 3.5.9 the Applicant undertakes:
 - (i) to pay the employee for the overtime, in the next pay period following the request, at the overtime rate applicable to the overtime when worked, if requested by the employee; and
 - (ii) on the termination of the employee's employment, if time off for overtime worked by the employee has not been taken, the Applicant will pay the employee for the overtime at the overtime rate applicable to the overtime when worked.
4. These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.



Signature



Date